RESOLUTION NO. R12-67

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE MONO COUNTY PUBLIC SAFETY OFFICERS' ASSOCIATION (PSO) BARGAINING UNIT AND ADOPTING NEW PERSONNEL RULES APPLICABLE TO THAT BARGAINING UNIT

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees; and

WHEREAS, the County is required by the Meyers-Milias-Brown Act (Section 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, County representatives and the Mono County Public Safety Officers' Association (PSO) bargaining unit, met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit "A"and incorporated herein by this reference; and

WHEREAS, as part of the negotiations and MOU, the parties have agreed to a new set of personnel rules applicable to employees in the PSO bargaining unit, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors as follows:

SECTION ONE: The proposed Memorandum of Understanding ("MOU") between the County of Mono and the Mono County Public Safety Officers'' Association (PSO), a copy of which is attached hereto as an exhibit -- effective for the period of January 1, 2011, through December 31, 2015 -- is hereby ratified, adopted, and approved, and the terms and conditions of employment set forth in the Memorandum are hereby prescribed for the employees whose classifications are included in the PSO bargaining unit. The Chair of the Board of Supervisors shall execute said Memorandum on behalf of the County.

SECTION TWO: The revised set of personnel rules (personnel system), a copy of which is attached hereto as Exhibit "B"and incorporated herein by this reference, is hereby adopted and implemented as to employees whose classifications are included in the Mono County Public Safety Officers' Association (PSO) bargaining unit. Said Personnel System shall supersede any other personnel policies and rules set forth in any other documents, including but not limited to Chapter 2.68 of the County Code and the Personnel Policies and Procedures Handbook adopted by Resolution 82-27; provided, however, that in the event of a conflict between the Personnel System and any provision of this Resolution, the provision of this Resolution shall control. Notwithstanding the foregoing, any disciplinary actions that were initiated against covered employees but not finalized prior to the date of this Resolution (including any appeals of such actions) shall continue to be governed by the personnel rules in effect when the disciplinary action was initiated.

PASSED AND ADOPTED this **18th** day of **September**, 2012, by the following vote:

AYES : **Supervisors Bauer, Hansen, Hazard and Hunt.**
NOES : **None.**
ABSTAIN : **None.**
ABSENT : **Supervisor Johnston.**

ATTEST:

Clerk of the Board

VIKKI BAUER, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF MONO

AND

MONO COUNTY PUBLIC SAFETY OFFICERS' ASSOCIATION

January 1, 2011 through December 31, 2015

Exhibit "A"

ARTICLE 1. PARTIES; DEFINITIONS; PURPOSES

A. Parties

The parties to this Memorandum of Understanding (MOU) are the County of Mono, acting by and through the Mono County Board of Supervisors, and the Mono County Public Safety Officers' Association, which is the employee bargaining unit further defined in Article 3 of this MOU.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles hereof:

(1) "ASSOCIATION" means the Mono County Public Safety Officers' Association, a recognized employee organization representing all Mono County Public Safety Officers. It does not include any retired annuitants who COUNTY may hire and employ from time to time in its sole discretion to perform work otherwise performed by Association members.

(2) "COUNTY" means the County of Mono, a political subdivision of the State of California.

(3) "COVERED EMPLOYEE OR EMPLOYEES" means those Mono County Public Safety Officers who are not "temporary employees" as that term is defined in the Mono County Code 2.68.020(27). All covered employees are covered by the terms of this MOU. Retired annuitants are not covered employees.

(4) "MOU" means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.

(5) "RETIRED ANNUITANT" is an employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.

C. Purpose

The purpose of this MOU is to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between the COUNTY and employees covered by the provisions of the MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the understanding reached by the ASSOCIATION and the

COUNTY as a result of good faith negotiations. This MOU requires the approval of the Mono County Board of Supervisors and a majority of the covered employees of the ASSOCIATION prior to its execution and implementation.

ARTICLE 2. TERM, RENEGOTIATION

The provisions of the MOU are effective January 1, 2011, through December 31, 2015 unless otherwise specified. This MOU shall expire at midnight December 31, 2015, unless as otherwise provided by State law. In the event either party desires to negotiate a successor MOU, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate. Both parties agree to use their best effort to complete negotiations of a successor MOU. The provisions of this MOU shall continue on a day to day basis following expiration unless and until the Board of Supervisors ratifies changes in accordance with State law.

ARTICLE 3. RECOGNITION

The COUNTY affirms recognition of the ASSOCIATION as the exclusive bargaining agent legally authorized to negotiate and execute this MOU on behalf of the covered employees.

ARTICLE 4. ASSOCIATION RIGHTS

The COUNTY recognizes all legal rights of all covered employees including the right to join and participate in the activities of the ASSOCIATION and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, the Meyers-Milias-Brown Act ("MMBA"). The COUNTY shall not intimidate, restrain, coerce or discriminate against any covered employee because of the exercise of any such rights. The provisions of the MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed or religion, and in accordance with applicable State and Federal laws.

ARTICLE 5. HEALTH CARE AND DISABILITY BENEFITS

A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 6 and 7.

B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY pursuant to this Agreement.

C. The COUNTY shall continue to keep covered employees in CalPERS medical insurance.

D. The COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance, which amount shall not increase.

E. Disability Insurance

The COUNTY shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at COUNTY expense. The COUNTY shall pay all such premiums as are necessary to provide SDI benefits to covered employees. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the COUNTY shall continue paying:

(1) Monthly contributions into the Cafeteria Plan based on the employee's applicable tier (See Article 8); and

(2) The medical portion of Social Security.

F. <u>Health Care Coverage for Retirees</u>

(1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.

(2) Each "retired employee" and one dependent of a retired employee (including a spouse of the retired employee, and otherwise as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.

(3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.

(4) Any benefits after retirement under this Section F of Article 5 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change. (See also Article 10.)

ARTICLE 6. <u>DENTAL CARE PLAN</u>

The COUNTY shall implement and extend coverage under the COUNTY Dental Plan to all covered employees and their dependents with the understanding that the COUNTY shall

retain total discretion regarding carrier and plan content, and with the further understanding that the COUNTY Dental Care Plan as now constituted shall be the minimum base coverage. The coverage provided by this Article shall extend to retired employees (as defined above in Article 5), together with one dependent of the retired employee.

ARTICLE 7. VISION CARE PLAN

The COUNTY shall implement and extend coverage under Vision Care (Plan C: $10.00 deductible) to all covered employees and their dependents with the understanding that the COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 5), together with one dependent of the retired employee.

ARTICLE 8. CAFETERIA PLAN

A. From January 1, 2011, through September 30, 2012, with respect to any covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee. The COUNTY will ensure that the amount paid is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back.

B. From October 1, 2012, through December 31, 2013, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below for those employees who enroll in the two-party or family tier, which shall be contributed by the employee:

	Employee Contribution
Two-Party:	$25.00/month
Family:	$50.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage

for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable). Notwithstanding the foregoing, the COUNTY may in its discretion postpone implementation of this subsection B beyond October 1, 2012.

C. From January 1, 2014, through December 31, 2015, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below, which shall be contributed by the employee based on their respective coverage tier:

	Employee Contribution
Single:	$25.00/month
Two-Party:	$50.00/month
Family:	$100.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable).

D. With respect to any part-time covered employee hired after September 1, 2012, who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the PERS Choice premium for the coverage tier in which the employee is enrolled, minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee:

Less than .5 FTE:	0% (No County contribution)
.5 - .74 FTE:	50% of the PERS Choice Premium
.75 FTE - .9 FTE:	75% of the PERS Choice Premium

Such FTE status shall be based on the County's official list of allocated positions maintained by the County Administrative Office; it shall not be based on actual hours worked in a given month. The additional monthly amount necessary for the medical coverage tier selected by a part-time covered employee shall be contributed by that covered employee through a payroll deduction (authorized by the employee). Note also that the County's

obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution. This subsection (C) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after September 1, 2012, or who transfers to such a position after September 1, 2012; the COUNTY's contribution to the Cafeteria Plan with respect to that employee shall be based on the reduced percentages set forth above until such a time, if at all, that they return to a position allocated as full-time.

E. From January 1, 2011, through December 31, 2012, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan a flat amount per month for that non-enrolled employee exactly equal to the amount then being contributed by the COUNTY for employees who are enrolled in the "Single" tier of PERS Choice coverage and who reside in the same state and COUNTY as the non-enrolled employee Notwithstanding the foregoing, no employee (regardless of date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection E unless they were already receiving such a contribution prior to October 1, 2012.

F. Effective January 1, 2013, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage through a source outside of the COUNTY (e.g., through a spouse working for a different agency) under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan two hundred and fifty dollars ($250) per month for that non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection F unless they were already receiving such a contribution prior to October 1, 2012.

ARTICLE 9. <u>401(a) PLAN</u>.

A. Any covered employee hired on or after May 7, 2002, shall not be eligible to earn or receive the retirement service benefit provided by Article 10, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any active employee of the unit who was hired prior to May 7, 2002, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 10.

B. The COUNTY has established and implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The COUNTY shall

contribute into the Section 401(a) Plan an amount on behalf of each employee electing to participate under this Article 9 equal to the amount contributed by that employee from his or her own pre-tax salary into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed three percent (3%) of the employee's pre-tax salary. Accordingly, if an employee contributed a total of one to three percent (1-3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would only be equal to three percent (3%) (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employees shall vest -- that is, earn the right to withdraw – the COUNTY's contributions into the 401(a) Plan on their behalf based on years of COUNTY service, as set forth more fully below.

C. The 401(a) Plan implemented in this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

Years of County Service	Portion of Account Value Vested
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years	100 percent

D. In addition to and notwithstanding the foregoing, employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use – shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the COUNTY and the Plan must comply.

ARTICLE 10. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on the COUNTY payroll prior to May 7, 2002).

A. Each retired employee who was on the COUNTY payroll prior to May 7, 2002, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (See Article 8), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 9).

B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or

her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.

C. The amount of the flexible credit allowance shall be computed as follows:

(1) If the employee retires after December 31, 2000, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 8), minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the COUNTY's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 paid directly by the COUNTY to CalPERS). As with active employees, any retiree who is not enrolled in CalPERS medical insurance during calendar year 2011 or 2012 but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. As with active employees, effective January 1, 2013, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance from a source outside of the COUNTY shall only receive a credit allowance equal to $250 per month. Notwithstanding the foregoing, as with active employees, a retiree who is not enrolled in CalPERS medical but who provides the COUNTY with written proof of comparable insurance shall not be eligible to receive a credit allowance under this subsection (C)(1) unless they were already receiving such a credit allowance prior to October 1, 2012.

(2) If the employee retires before December 31, 2000, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY

directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.

ARTICLE 11. VACATION ACCUMULATION

A. In accordance with the Mono County Code, covered employees shall accrue vacation benefits as follows:

Initial Employment.....80 vacation hours per year
After 3 years service.....120 vacation hours per year
After 10 years service.....136 vacation hours per year
After 15 years service.....152 vacation hours per year
After 20 years service.....160 vacation hours per year

B. Notwithstanding anything to the contrary, the maximum number of vacation hours that may be accumulated by any employee as of December 31st, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation hour accumulation as provided in Mono County Code Section 2.68.110(B).

C. If a covered employee's total accumulated vacation hours exceeds two and one-half times their annual vacation hour accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation hours falls at or below two and one-half times their annual accrual (hereinafter "the accumulation cap"). Once the covered employee's accumulation of vacation hours falls at or below the accumulation cap, then their accrual of vacation hours will recommence for the remainder of the calendar year.

D. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off. Notwithstanding the foregoing, if a covered employee has made every reasonable effort to use their vacation time throughout the year so as to avoid the aforementioned accumulation cap but nevertheless is not allowed by sheriff's department management to do so because of unexpected manpower needs or safety-related requirements, then the covered employee may request to be compensated by the COUNTY for more than 40 hours of time in a calendar year in order bring his or her total accumulated vacation time at or below the cap as of December 31st.

ARTICLE 12. SICK LEAVE

A. Sick leave for each covered employee shall accrue upon the employee's date of employment and in accordance with Mono County Code Section 2.68.100, to a maximum accrual of one hundred and twenty (120) sick leave days (i.e., 960 hours). Upon termination, the employee shall be compensated for accrued sick leave as follows:

(1) If the employee has worked for the COUNTY for less than five (5) years, no amount shall be paid for accrued sick leave.

(2) If the employee has worked for the COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid sixty percent (60%) of the dollar value of the accrued sick leave.

(3) If the employee has worked for the COUNTY more than ten (10) years, the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.

(4) If the employee is terminated by reason of layoff, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave regardless of how long the employee has worked for the COUNTY.

B. The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.

ARTICLE 13. LONGEVITY COMPENSATION

A. From January 1, 2011, through September 30, 2012, any covered employee, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his or her salary range, shall receive two-and-one-half percent (2.5%) additional compensation. An additional two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his or her salary range. A third and final two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his or her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on May 7, 2002, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall continue to receive that amount of longevity pay but shall not be eligible for nor receive any further longevity increases regardless of years of service.

B. Effective October 1, 2012, covered employees who were already receiving longevity pay as of October 1, 2012, will continue to receive longevity pay but the percentage amount of such pay shall be frozen and shall not increase.

C. Covered employees who were not already receiving longevity pay as of October 1, 2012, shall not be eligible to earn or receive longevity pay at any future date.

ARTICLE 14. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

A. In the event a covered employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the time the employee carries out the other duties.

B. The provisions of this Article are operative only when all of the following conditions occur:

(1) Written direction has been given to the employee to assume the other duty by the employee's department head or by a person so authorized by the department head.

(2) The assumption of duties entailing greater responsibility must be taken for a period of one (1) work week (or 40 hours) in order for the provisions of this Article to apply. Said initial work week shall not be included in the increased pay calculations.

(3) The position assumed has a job description in the most recent job classification and salary survey adopted by the Board of Supervisors.

ARTICLE 15. RELEASE TIME

A. The ASSOCIATION President and designated representatives shall have reasonable time off with pay for the purpose of carrying out ASSOCIATION related matters (not to exceed a total of three (3) persons). The ASSOCIATION representatives shall notify the Sheriff that they will be participating in ASSOCIATION matters.

B. The COUNTY agrees that covered employees may attend semi-annual ASSOCIATION membership meetings during working hours without loss of pay provided:

(1) Attendance is verified by signature roster prepared and certified by the ASSOCIATION Secretary.

(2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting.

(3) The employee's absence from work will not result in the lack of minimum coverage of office functions in the employee's office as determined by the employee's department head.

ARTICLE 16. SHIFT DIFFERENTIAL PAY

A. Night Shift 1830 to 0630 hours

Each covered employee shall receive a pay differential of seven and one-half (7.5%) of base pay in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the night shift shall continue to receive the shift differential each hour of overtime worked.

B. Relief Shift

Relief shift is defined as any combination of days and night shifts scheduled in advance for a month, including utility and records relief assignments. Relief shifts will be designated in advance by the Sheriff or his designee at his direction. Each covered employee shall receive a pay differential of five percent (5%) in addition to his or her base hourly pay. Any such employee who works overtime in continuation of a relief shift shall continue to receive the shift differential each hour of overtime worked.

C. Special Circumstances:

Employees working shifts not defined as relief shifts will be treated as working relief shift if they are moved to another schedule (not including training) at the Sheriff's direction and will be entitled to at least 5% shift differential for the time the employee works the alternate shift. If any employee is moved to a night shift for a period covering a complete monthly pay cycle, then that employee will be redefined as working night shift and is entitled to night differential at 7.5% for the pay cycle. Any such employee who works overtime in continuation of a shift earning differential will continue to receive the shift differential each hour of overtime worked.

ARTICLE 17. WORKSITE INSPECTION

The COUNTY shall provide reasonable safety programs and annual on-site safety inspections in order to assure safe worksites for COUNTY employees. Department heads shall have the responsibility for scheduling the safety programs and annual on-site worksite inspections. Written complaints shall be filed with the Sheriff and copies shall be transmitted by employees who file them to the President of the ASSOCIATION. Should the complaint be unresolved by the Sheriff, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.

The worksite Safety Advisory Committee shall be established as the need arises, and will consist of the COUNTY'S designated risk manager, one member designated by the ASSOCIATION, and one member appointed by the other two members.

ARTICLE 18. UNIFORM ALLOWANCE AND UNIFORM MAINTENANCE ALLOWANCE

Uniform allowance for each covered employee shall be $500.00 per fiscal year, payable no later than the 10th of July. Each new employee hired after July 1, 2009, shall upon employment receive a $500.00 uniform allowance. Should said new employee not complete twelve (12) months of service as a public safety officer of Mono County, the

County may recover $40.00 per month from the new employee for each month of service not completed up to the 12th month. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said employee's final paycheck.

Each covered employee shall also be entitled to receive an additional $500.00 per year, said sum to be designated as uniform maintenance allowance. This maintenance allowance shall be paid on a quarterly basis no later than July 10th, October 10th, January 10th, and April 10th, in four (4) equal installments of $125.00 each.

All insignia and equipment issued to employees shall be returned to Mono County Sheriff's Department in good condition, ordinary wear and tear excepted, prior to receipt of said employee's final paycheck, Any change or addition to the existing uniform which is ordered by the Sheriff's Department shall be at the County's expense. Compensation for uniforms will be included in the employee's normal payroll check and all checks will be direct deposit.

ARTICLE 19. UNIFORM/CLOTHING

All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination as to whether the clothing is replaced or repaired shall be made by the Sheriff or Assistant Sheriff.

ARTICLE 20. CALL BACK

A. A covered employee who is called into work at any time other than his or her normal working hours shall be paid for a minimum of four (4) hours of overtime. Should the duration of the call back exceed four (4) hours, the employee shall receive credit for overtime worked equal to the actual time worked. The provisions of this Article do not apply to extended shifts.

(1) If the call back occurs during swing, relief, or graveyard shift, the employee shall receive the applicable shift differential pay.

ARTICLE 21. CALCULATION OF OVERTIME

A. Calculation of Overtime: All time actually worked in excess of an employees regularly scheduled shift and including such overtime credit as is provided for in other articles, shall be credited or paid at a rate of pay equivalent to one and one-half (1 ½) times the employees regular rate of pay. Such overtime shall be paid, or compensatory time credited, as of the following pay day, should such overtime be submitted to the Sheriff, Under-Sheriff or designee on or before the 20th of that month. All overtime submitted after that date shall be paid, or compensatory time credited, as of the pay day subsequent to the following pay day. Notwithstanding any contrary provision of the County Code or personnel rules, use by an employee of any form of leave or CTO during a work shift shall NOT be counted as hours actually worked for purposes of determining whether overtime pay is owed. (NOTE: This provision is intended and shall be applied to treat covered employees in the same fashion as members of the Deputy Sheriffs' Association (DSA) for purposes of calculation of overtime.)

B. Accumulation of Compensatory Time: Covered employees may accumulate up to two hundred (200) hours of compensatory time off (CTO) as of December 31st of each year, at which point they will be paid off for any hours in excess of 200 (i.e., covered employees may accumulate more than 200 hours during the year).

C. Travel Time

Generally, travel time to and from work does not constitute hours worked. This is true whether the employee works at a fixed or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to the COUNTY'S instructions. The rate of pay for such additional travel time shall be five dollars ($5.00) per hour. It is the intent of this paragraph that this rate of pay apply only to travel time for travel related to seminars and/or education.

(1) One-Day Travel Out of Town: All travel time of an employee sent out of town by the COUNTY on a special one-day assignment shall be counted as hours worked, except any time spent traveling by the employee between his or her home and the terminal or a common carrier when such carrier is used to transport the employee. Also excluded from hours worked shall be the employee's usual meal time.

(2) Overnight Travel Out of Town: If an employee's duties require him or her to travel out of town overnight, travel time during his or her normal working hours (on both normal working days and days that are normal days off) is counted as hours worked, except that the employee's usual meal time is not counted as hours worked.

(3) Use of Private Automobile on Travel Out of Town: If an employee is offered public transportation, but requests permission to drive his or her own car instead, the employer may count as hours worked either the time spent driving the car or the time it would have had to count as hours worked during working hours if the employee had used public transportation.

(4) Work Performed While Traveling: If an employee performs required work while traveling, the time involved must be counted as hours worked, except during the employee's usual meal periods.

ARTICLE 22. DRIVER'S PHYSICAL EXAMINATION

When a physical examination is required for the acquisition or renewal or a driver's license and is required in the performance of a covered employee's duties, the examination shall be provided by a medical doctor designated by the COUNTY at the COUNTY'S expense. The examination shall be performed during the employee's regular working hours without any deduction in pay.

ARTICLE 23. PERS BENEFITS

A. Each covered employee shall continue to pay the nine percent (9%) employee contribution to the Public Employee's Retirement System (PERS). The COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.

B. The COUNTY shall continue to provide each covered employee with the PERS "Level IV" Survivor Benefit. Any expense to an employee as a result of this benefit shall be paid by the COUNTY to PERS in the employee's name.

C. For employees hired prior to the effective date of the County's amendment of its contract with CalPERS to provide "3% at 55" retirement (See subsection D below), for purposes of PERS retirement, the "single highest year" shall be used for calculation of covered employees' earnings. For employees hired after the effective date of said amendment, final compensation for purposes of PERS retirement shall be determined using a three-year average.

D. As soon as reasonably practicable after ratification of this MOU, the COUNTY shall amend its PERS contract so as to provide covered employees hired after the effective date of the amendment with PERS "3% at 55" retirement using a three-year average for purposes of determining final compensation. Any employees hired prior to the effective date of that amendment shall continue to be enrolled in "3% at 50" safety retirement benefits under the COUNTY'S contract with PERS using "single highest year" for purposes of determining final compensation.

E. The COUNTY amended its contracts with PERS to provide the option under Section 21024 (military service credit as public service) at no cost to the COUNTY.

ARTICLE 24. SALARY ADJUSTMENT/TERM

A. There shall be no salary (base compensation) increases during the term of this MOU.

B. Effective upon MOU ratification and continuing through December 31, 2013, notwithstanding any contrary provision of the County Code or personnel rules, covered employees shall not be eligible to earn or receive "step increases." Effective January 1, 2014, employees shall again be eligible to earn or receive "step increases" but the years of service required in order to be eligible for a step increase shall be as follows: a new employee shall be eligible for their first step increase after one (1) year of satisfactory service; and any permanent covered employee who has already received at least their first step increase shall be eligible to advance to their next available step increase after a satisfactory period of two (2) more years of service. (NOTE:

Time worked during the freeze period -- between MOU ratification and December 31, 2013 -- shall not be counted toward years of service for purposes of determining any step increases on or after January 1, 2014 (but time worked between an employee's last step and prior to MOU ratification shall be counted). In addition, as with any other MOU provision, this MOU provision shall prevail over any contrary provision in the County's personnel policies, including but not limited to provisions of any new personnel rules applicable to covered employees.)

C. All employees will be required to utilize direct deposit of their payroll checks. In the event that a covered employee does not otherwise have a personal bank account capable of receiving direct deposit, the COUNTY will arrange to have such an account established for the employee (at a local bank selected by the COUNTY) at no cost to the employee.

D. All employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set in his sole discretion.

ARTICLE 25. HOLIDAY PAY

A. Holiday pay for covered employees shall be paid semi-annually no later than November 20th and May 20th of each fiscal year in the amount of ten percent (10%) of the employees' base pay. The semi-annual payment shall not be dependent upon the number of holidays during the six (6) month period immediately preceding payment. Employees hired less than six (6) months prior to any payment or who worked less than twelve (12) months per calendar year shall be compensated on a pro-rated basis (i.e., 10% of base pay since the date of hire or 10% of base pay for months actually worked (if any) during a particular semi-annual period).

B. This policy will eliminate holidays from the work schedule, save special COUNTY holidays (specified in Mono County Code § 2.68.030(A)(14)), which will be paid. Any overtime work which falls on regular days off which is, coincidentally, a calendar holiday, shall be paid at the overtime rate.

C. Effective October 1, 2012, or as soon thereafter as reasonably practicable, the aforementioned holiday pay shall be included in the employee's normal payroll check (in November and May).

ARTICLE 26. COURT TIME

If any covered employee makes a court appearance pursuant to lawful Subpoena for the purpose of testifying to facts, acts or events that occurred in the course and scope of his or her employment with the Mono County Sheriff's Office, and his or her court appearance does not commence and terminate entirely within his or her regular shift or extended shift, then such covered employee shall be entitled to credit for overtime as follows:

A. When that portion of the court appearance that falls outside his or her regular or extended shift has a duration of less than four (4) hours, that covered employee shall receive credit for four (4) hours overtime;

B. When that portion of the court appearance that falls outside his or her regular or extended shift has a duration of four (4) or more hours, that covered employee shall be entitled to credit for overtime equal to the actual time in court outside the regular or extended shift.

Should a covered employee receive notice not to appear for a scheduled court appearance anytime after the end of covered employee's last previous work shift and before leaving to attend such court session, the covered employee will receive $100.00 in compensation.

ARTICLE 27. TRAINING OFFICER PAY

The COUNTY will continue to provide a five percent (5%) increase to the base compensation of a covered employee who is acting as a PSOA Training Officer, which shall last for the period during which such training actually occurs.

ARTICLE 28. EDUCATION INCENTIVE PROGRAM

A. Covered employees who wish to enroll in job-related or promotion-oriented courses shall be reimbursed by the COUNTY for allowable expenses related to the courses in an amount not to exceed seven hundred dollars ($700.00) per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expense for required course material and textbooks, and shall be subject to the following:

(1) Courses must be taken at or by correspondence from an accredited institution, if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom attendance.

(2) Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer (C.A.O.).

(3) Approval for educational assistance program shall be at the written discretion of the employee's department head, and the C.A.O. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the C.A.O. with the Auditor's office.

(4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.

B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's office of appropriate receipts and

proof of completion of the course with a minimum grade of "C" or its equivalent.

ARTICLE 29. BILINGUAL PAY

COUNTY shall provide two hundred dollars ($200) per month additional compensation for those covered employees who are fluent in Spanish or such other non-English language as the COUNTY may determine it needs and who pass the same standardized testing for bilingual fluency that the COUNTY requires miscellaneous employees (e.g., employees in social services and public health) to pass in order to receive bilingual pay. Compensation for a given employee shall be paid prospectively as of the date eligibility has been determined by the COUNTY.

ARTICLE 30. EQUIPMENT

The COUNTY agrees to provide employees with the following equipment, and thereafter replace or repair such equipment when deemed necessary by the department:

- Cold Weather Jacket
- Handcuffs and Handcuffs Case
- Flashlight and Holder, Batteries, and Bulb
- Ammunition & Gun Cleaning Supplies
- Protective Ear & Eye Wear For Range
- Pepper Spray and Holder (after Training)
- Sam Browne Duty Belt
- Duty Weapon, Holster, and Magazines (after Training)
- ASP Baton & Holder (after Training)
- Taser & Holster (after Training)

ARTICLE 31. AGENCY SHOP

A. Association Membership Dues and Service Fees

(1) Each covered employee shall pay to the ASSOCIATION a monthly "service fee." As a condition of employment, covered employees shall pay association dues which include the above fee.

(2) The service fee shall not include any increment for expenditures, if any, made by the ASSOCIATION for political or ideological purposes.

(3) It shall be the responsibility of the Mono County C.A.O. to notify each new employee of the agency shop provisions of the MCPSOA MOU and to request the employee to sign a withholding authorization. If the employee refuses to sign the withholding authorization, he or she shall be deemed to fail to satisfy a condition of employment and may be subject to termination unless he or she complies. No fees, dues or assessments will be withheld until a signed authorization is on file with the COUNTY Auditor-Controller.

(4) An employee who is a member of a bona fide religion which prohibits participation in a public employees bargaining organization, shall pay, in lieu of the service fee, a sum in a like amount to a charitable fund exempt from taxation pursuant to Internal Revenue Code 501 (c) (3). It shall be the responsibility of each employee who elects to make a charitable contribution (instead of paying a service fee), to notify the ASSOCIATION of the name and address of the qualified charitable fund which is receiving the employee's contribution from the employee. At the written request of the ASSOCIATION, the employee shall provide proof to the ASSOCIATION of the identity of the charitable fund and the making of the charitable contribution. In the event the employee does not provide the requested proof of payment within thirty (30) days of giving a written request thereof, then the monthly service fee for the period the service fee was not paid by the employee shall be deducted from the employee's pay by the Auditor-Controller upon written notice by the ASSOCIATION.

(5) The COUNTY shall deduct the service fee from the monthly paycheck of each employee and shall remit the same to the ASSOCIATION.

B. Hold Harmless

The ASSOCIATION shall defend, indemnify and hold harmless the COUNTY on account of all claims against the COUNTY, and all lawsuits in which the COUNTY is a party defendant as a result of the provisions of this Article, except for claims against the COUNTY which arise from the intentional, wanton or reckless acts (or malice, fraud or oppression) of the COUNTY.

C. Financial Harmless

The ASSOCIATION shall keep an adequate, itemized record of its financial transactions and shall make available annually, to ASSOCIATION covered employees within sixty (60) days after the end of the fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operation statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a certified public accountant.

D. Representation of All Covered Employees

The ASSOCIATION shall fairly and equally represent each covered employee.

E. Amendments; Effective Date of Agency Shop Provisions

If any provision of this Article becomes void, invalid or unenforceable as a result of the decision of a court of competent jurisdiction or a published appellate court opinion, the parties agree to amend the Article to comply with the decision or opinion.

ARTICLE 32. BENEFITS OF OTHER BARGAINING UNITS

In negotiating with the ASSOCIATION for a successor to the MOU, the COUNTY shall make available to the ASSOCIATION non-confidential information pertaining to and shall consider in good faith in such negotiations, the extent of wage or pay and other benefit increases heretofore or hereafter given to employees in other bargaining units. The COUNTY shall treat covered employees fairly and equitably in comparison to employees represented by other bargaining units, including the provisions of Government Code Section 3247, et seq.

ARTICLE 33. PUBLIC SAFETY OFFICER (4850 IOD)

Each Public Safety Officer shall be provided with Labor Code Section 4850 benefits pursuant to the terms of that statute.

ARTICLE 34. MISCELLANEOUS PROVISIONS

A. Entire Agreement

Except as provided in specific articles pertaining to future agreements between the parties on specific issues, the MOU constitutes the entire understanding of the parties. Any specific agreements which vary or modify any provision of the MOU shall be in writing and signed by both parties, the ASSOCIATION and the COUNTY.

B. Work Schedule.

An alternate 12-hour work schedule is adopted for all Jail and Dispatch employees primarily consisting of six (6)-12 hour shifts and one (1)-8 hour shift per fourteen (14) day work period. Supervisory employees (Jail Sergeant and SPSOs) and the employee assigned to the Records Position will adopt an alternate 10-hour schedule consisting of eight (8)-10 hour shifts during the fourteen (14) day work period. The work period is defined as Sunday through the second Saturday following and will be the same fourteen day work period for all members. It is understood that exceptions to this schedule may/will occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total work hours in the work period for all employees.

It is understood that all hours worked over 80 hours in the work period will be considered and paid as overtime. "Work Time is defined as all time physically on the job (including travel time for training) as well as: sick time-off using earned Sick Time and/or pre-approved time-off taken as Vacation and/or Compensatory Time Off (CTO). The Sheriff, acting in good faith, reserves the right to alter or change the schedule as the Sheriff deems necessary. In the case of public emergency this change can be effected without notice. For all other reasons, other than emergency, at least one (1) month notice will be given.

C. New Personnel Rules (Personnel System).

ASSOCIATION agrees to the COUNTY's proposed new and/or revised personnel rules (Personnel System), in the form presented to ASSOCIATION by COUNTY prior to entry into this MOU. Said Personnel System shall supersede any other personnel policies and rules set forth in any other documents, including but not limited to Chapter 2.68 of the County Code and the Personnel Policies and Procedures Handbook adopted by Resolution 82-27; provided, however, that in the event of a conflict between the Personnel System and any provision of this MOU, the provision of this MOU shall control. Notwithstanding the foregoing, any disciplinary actions that were initiated against covered employees but not finalized prior to this MOU is ratified (including any appeals of such actions) shall continue to be governed by the personnel rules in effect when the disciplinary action was initiated. Notwithstanding any other provision of this MOU, the parties agree that COUNTY may during the term of this MOU propose revisions to such rules and/or additional personnel rules, provided that COUNTY allows an appropriate opportunity for affected employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Milias-Brown Act. ASSOCIATION agrees that once the COUNTY has duly adopted any such new and/or revised personnel rules, such rules shall apply to all employees covered by this MOU.

D. Amendments

The MOU can be amended only in writing by mutual agreement after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the periods herein specified.

SCOTT BUSH, PRESIDENT Mono County Public Safety Officers' Association	Date
VIKKI BAUER, CHAIR Board of Supervisors County of Mono	9-18-12 Date

MONO COUNTY
PERSONNEL SYSTEM

Sections:

010	Short Title
020	Application
030	No Contract Created
040	Right to Amend, Delete or Suspend
050	Definitions
060	Classification and Reclassification
070	Salary Plan
080	Salary Upon Hire
090	Salary Step Advancement
100	Salary on Promotion
110	Salary on Reclassification
120	Salary Upon Demotion
130	Salary Upon Transfer
140	Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees
150	Recruitment
160	Examination Process
170	Selection Process and Appointments
180	Probation
190	Transfers
200	Performance Evaluation, Step Increase and Performance Pay
210	Hours of Work
220	Overtime
230	Compensatory Time
240	Payroll Periods
250	Attendance Records and Reports
260	Vacation
270	Sick Leave
280	Family Medical Care Leave
290	Leave of Absence Due to Death in Family
300	Leave of Absence Due to Critical Illness in Family
310	Military Leave of Absence
320	Jury Duty Leave
330	Miscellaneous Leave
340	Pregnancy Disability Leave
350	Voting Leave
360	Administrative Leave
370	Leave of Absence Without Pay
380	Employee Standards of Conduct
390	Discrimination Prohibited
400	Retaliation Prohibited
410	Anti-Harassment Policy
420	Investigative and Corrective Action for Complaints of Discrimination and/or Discriminatory Harassment

Exhibit "B"

430 **Anti-Violence in the Workplace Policy**
440 **Improper Political Activity**
450 **Outside Employment/Restrictions**
460 **Drug and Alcohol Policy**
470 **Computer/Electronic Mail/Voice Mail/Internet Policy**
480 **Job Abandonment**
490 **Disciplinary Action – General**
500 **Disciplinary Action - Authority**
510 **Disciplinary Action – Types**
520 **Disciplinary Action – Grounds**
530 **Disciplinary Action – Effective Date**
540 **Personnel Appeals Board**
550 **Personnel Appeals Board – Appeal Procedure**
560 **Grievance – Definitions**
570 **Grievance - General Rules**
580 **Grievance – Procedure**
590 **Grievance – Confidentiality**
600 **Layoff**
610 **Personnel Records**
620 **Travel**
630 **Travel Authorization**
640 **Travel Reimbursement**
650 **Travel Advance**
660 **Travel Claim Procedure**
670 **Employer/Employee Relations Policy**

010 Short Title

The personnel policies set forth in this document shall be known as the "Mono County Personnel System" or "Mono County Personnel Code."

020 Application

The provisions of this Personnel System apply to all County employees whose positions are represented by the Mono County Public Safety Officers' Association (PSO) bargaining unit unless a specific policy and/or procedure indicates otherwise. Exceptions to the application of this Personnel System are as follows:

A. If a provision of this Personnel System is in conflict with a provision of an applicable collective bargaining agreement negotiated between the County and the majority representative of the PSO bargaining unit, to the extent of such conflict, the provision of the bargaining agreement shall be controlling unless the provision in this Personnel System has been negotiated more recently.

B. Should a conflict exist between the provisions of this Personnel System and any state or federal law, the provisions of such state or federal law shall prevail.

030 No Contract Created

No provision in this Personnel System creates a contract of employment, expressed or implied, or any rights in the nature of a contract.

040 Right to Amend, Delete or Suspend

Any provision of this Personnel System may be amended by adding to, deleting or changing the provision, by action of the Board of Supervisors. Any provision may be suspended by action of the Board of Supervisors. The County will not take any action to amend, delete, or suspend a provision of this Personnel System without first meeting and conferring with the majority representatives of affected bargaining units.

The County Administrative Officer (CAO) may issue administrative policies and procedures in addition to the rules set forth in this Personnel System that are not inconsistent with or conflict with the provisions of this Personnel System or any collective bargaining agreement. This Personnel System may be amended by the Board of Supervisors to add any policy or procedure so issued.

050 Definitions

The following terms as used in this Personnel System shall, unless the context indicates otherwise, have the respective meanings set forth in this section:

1. Administrative Leave. Special leave which may be approved by the County Administrative Officer, or the Board of Supervisors, which temporarily relieves an employee from being present at work. This leave shall be granted to achieve a legitimate business purpose of the County. This leave shall be granted for a specified period of time.

2. Allocation. The official assignment of the position(s) to a designated class.

3. Anniversary date. The date recurring yearly upon an employee's most recent permanent appointment, including reclassifications, promotions and demotions.

4. Applicant. A person who has timely submitted all the required documentation for an examination.

5. Appointing Authority. The person(s) having authority to appoint or to remove persons from positions in the County service or a subordinate to whom this authority has been delegated. This authority is subject to approval or ratification by the County Administrative Officer or his or her designee.

6. Appointment. The conditional offer of and acceptance by a candidate to a position in the County service. Appointments are described in Section 2.68.170

7. At-Will Employee. Employees expressly designated as "At-Will" by the Board of Supervisors. It also includes emergency, limited term, retired annuitants, seasonal and temporary employees. At-will employees serve at the pleasure of the appointing authority and can be removed without cause or right of appeal.

8. Board of Supervisors. The Board of Supervisors of Mono County.

9. Business Days. Calendar days exclusive of Saturdays, Sundays, legal holidays, and County holidays.

10. Certification. The Human Resources Director's transmittal to a hiring department of names of available candidates for employment from a list of eligible's in the manner prescribed in these Rules.

11. Classification Plan. An orderly arrangement of titles and descriptions of separate and distinct classes in competitive civil service.

12. Continuous Service. Permanent employment with the County without interruption except for authorized absences or absences to serve in the armed forces of the United States.

13. County. The County of Mono, a political subdivision of the State of California; also known as "Mono County."

14. County Administrative Officer. (CAO) This position is responsible to the Board of Supervisors for the proper and efficient administration of all County offices, departments, institutions, and special districts under the jurisdiction of the Board of Supervisors. The Board of Supervisors and its members have delegated administrative supervision over County governmental activities to the County Administrative Officer and shall, except for the purposes of normal inquiry, not intervene or detract from the delegation. The general administrative responsibilities of this position are outlined in Section 2.84.060 of the Mono County Code. The person who fills this position is appointed by, and serves at the will and pleasure of, the Board of Supervisors.

15. Day. A day shall be calendar day unless otherwise specified. A working or business day shall be any day that the County is regularly open for business.

16. Demotion. A change of status of an employee from a position in one classification to a position in another classification with lesser duties and/or responsibilities, and a lower salary range. A

demotion may be voluntary or involuntary. The demoted employee's anniversary date shall become the effective date of the demotion.

17. Department Head. The head of an established office or department including elected officers who head such an office or department. Unless specifically excluded all Department Heads have appointing authority.

18. Discharge. Separation from employment as a disciplinary measure or for failure to maintain requirements of minimum qualifications.

19. Discipline. Oral reprimand, written reprimand, suspension without pay, demotion, or dismissal of an employee.

20. Dismissal. Termination of a permanent full-time or permanent part-time employee for cause.

21. Domestic Partner. A person who is in a committed relationship with a County employee and has established a domestic partnership pursuant to California Family Code Section 297, and as that section may be amended from time to time.

22. Eligible List. Any of the lists of names of persons who have been found qualified through suitable examination for employment in a specific class or position in the competitive civil service arranged in rank order.

23. Emergency. An unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

24. Emergency Employee. A person meeting the minimum qualifications for the job who is employed without going through the recruitment and selection process because of an emergency. Emergency employees serve at-will for a maximum of 30 consecutive working days and do not receive benefits unless required by law.

25. Employee. Any person holding a position of employment with the County which has been duly established by ordinance or resolution of the Board of Supervisors. This includes appointed Department Heads and appointed officers. It excludes elected Department Heads and elected officials.

26. Full-Time Employee. Shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal to those of a full workweek or work period as described hereinafter.

27. Hard to Fill. A determination made by the CAO when no qualified applications have been filed for an advertised vacancy in a classification for a period of at least six continuous months and when the business needs of a Department require the immediate filling of a vacant position.

28. Hiring Date. The date an employee is first hired by the County and the initial anniversary date. If an employee separates from continuous County employment a new hiring date shall be established if the employee returns to County service unless the first hiring date is required to be maintained pursuant to state, federal, or County leave laws.

29. Human Resources Director. The position serving at the will and pleasure of the County Administrative Officer which has day-to-day responsibility for the management and administration of the County personnel system, job classification plan, compensation system, position control, and labor relations. The authority of this position is dependent upon the level of delegation granted by the County Administrative Officer.

30. Job Classification. A position or group of positions having the same title, class specification, minimum qualifications, and salary or salary range.

31. Layoff. Separation of an employee from employment because of lack of available work, lack of available funds, or reorganization.

32. Limited Term. Shall mean an appointment of an employee who only works for a fixed or limited duration. Where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. A limited-term employee may also be used to fill a regular position when the incumbent employee is on an approved leave of absence.

33. Limited Term Employee. An employee meeting the minimum qualification for the job and serving for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than nine (9) months in any consecutive 12 month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits, except employees employed less than 1000 hours will not be eligible to receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment within the limitations described above.

34. Local Agency Personnel Standards (or "LAPS"). A personnel system and rules applicable to certain County employees (typically Social Services and Child Support Services) pursuant to State law and regulations generally set forth in 2 CCR Sections 17010 et seq., and as those rules may be amended from time to time.

35. Permanent Employee. Shall mean a person who is not on probation and is employed in a regular position. Can be permanent full-time, permanent part-time or limited-term position.

36. Permanent Position. Any employment within the County, comprised of a defined set of duties and responsibilities, duly authorized by the Board of Supervisors, and which requires the full-time or part-time employment of one person.

37. Permanent Status. The status of an employee who is retained in a permanent position after the successful completion of a probationary period.

38. Personnel Appeals Board. A panel consisting of three members appointed from a pool to hear disciplinary appeals and grievances, as described more fully in Section 2.68.540.

39. Probationary Period. Final phase of the examination period, lasting 12 months, during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the duties and responsibilities of a position. Periods of absence that are more than 20 working days long shall toll the probationary period for the number of days

equal to the absence, and the County is entitled to ascertain if the employee can perform the full range of duties upon return from an extended leave of absence.

40. Probationary Status. The status of an employee who has been appointed to a permanent position but who has not completed the probationary period for that position.

41. Probationer. An employee who has probationary status.

42. Promotion. An employee is promoted when he/she moves from one classification to another classification with a higher salary and higher level of duties and responsibilities after successfully completing the examination process or by direct appointment.

43. Reassignment. Assignment of an employee without examination, from one position within a department to another position in the same department in the same class and at the same pay range.

44. Reclassification. A reallocation of a position to a different or a new classification because of a significant change over time in duties and/or responsibility.

45. Reduction in Lieu of Layoff. The voluntary reduction of an employee who has permanent status in a position for reasons related to lack of funds, lack of work, or reorganization.

46. Reemployment. The employment without examination of permanent employees separated from employment due to layoff.

47. Reinstatement List. An eligible list of names of persons, arranged in the order as provided by this Article, who have occupied permanent positions and who have been separated from their employment as a result of layoff and who are entitled to have their names certified to appointing authorities under the provisions of this Article.

48. Resignation. A resignation is a voluntary termination of employment initiated by the employee.

49. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.

50. Salary reallocation. Movement of a job classification from one salary range or rate to another salary range or rate by virtue of labor market analysis or readjustment of internal pay alignments. Such action must be approved by the Board of Supervisors. An employee shall not be moved to a lower pay step if the salary reallocation is from one salary range to another salary range.

51. Seasonal Employee. An employee hired to work only part of the year to conduct seasonal work. This employee may only be employed during specified periods of the year for 960 hours or less. A seasonal employee is at-will, must complete the recruitment and selection process, and receives no benefits unless required by law. Designated classifications that otherwise meet this definition may be classified instead as permanent part-time employees, and seasonal employment positions may be filled by retired annuitants if so designated by the Board of Supervisors.

52. Seniority. Total length of the most recent continuous employment with the County.

53. Separation. The cessation of a person's employment from County service, including but not limited to resignation, medical separation, retirement, conclusion of appointment, removal, and discharge.

54. Shall and May. "Shall" is mandatory and "may" refers to a permissive action that the County, or its designated agent or employee, is authorized, but is not required, to take.

55. Suspension. An involuntary absence from work without pay for disciplinary reasons.

56. Temporary Employee. An employee hired part-time or full-time on a temporary basis that does not attain the status of a probationary or permanent employee and can be removed at any time without cause or right to appeal. Temporary employees are at-will, must complete the recruitment and selection process, and receive no benefits unless required by law. A temporary employee shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months.

57. Transfer. A reassignment of an employee who meets the minimum qualifications from one department to another department either in the same classification or another classification at the same salary level or to a different classification in the same department with the same salary level.

58. Y-Rate. When an employee is placed in a job classification for non-disciplinary reasons (i.e. voluntary demotion, demotion in lieu of layoff, downward reclassification of position, etc.) with a lower rate and their current basic rate of pay exceeds the basic rate of the maximum step (E-Step) of the new job classification, the employee's rate of pay shall be frozen until such time that maximum step of the new job classification becomes equal to or greater than the employee's frozen pay rate. When that event occurs, the employee shall be placed on the maximum step of the new job classification and further pay adjustments shall occur as warranted. During the Y-Rate period an employee shall only receive a pay adjustment if they become eligible for a longevity pay adjustment if the employee is eligible for longevity pay pursuant to the employee's applicable collective bargaining agreement.

060 Classification and Reclassification

A. Classification Plan. A classification plan will be established for all County positions. The plan will consist of classifications as defined and described in the official class specifications as adopted by the Board of Supervisors.

B. Allocation of Positions. All positions in the County service will be allocated to an appropriate classification in the classification plan pursuant to an analysis performed by the Human Resource Director and approval by the Board of Supervisors.

C. Class Specification. A written description, known as a class specification, will be prepared for each job classification. Class specifications are descriptive and not restrictive. Each class specification shall include the following:

1. A general definition of the job classification;
2. Any specific factors which distinguish the job classification from similar job classifications;

3. The general placement of the job classification in the County organizational structure;
4. The essential functions of the job to be performed;
5. The essential duties and responsibilities of the job to be performed;
6. The knowledge, skill and ability requirements to successfully perform the job;
7. Any general or specific educational and/or experience requirements or preferences;
8. Any licensing and certification requirements;
9. The working conditions and physical and mental requirements of the job;
10. The classification specification shall also indicate the date on which it was prepared, a bargaining unit designation, FLSA status, and an EEO reporting category;
11. Any other information deemed necessary or desirable by the Human Resources Director.

D. Reclassification. A position may be reclassified after completion of a classification study. A position may be reclassified to a higher class, a lower class or another class at the same level.

1. A Department Head may request a reclassification.

2. Reclassification requests from the Department Head must be made in writing to the Human Resources Director during the budget process. At the discretion of the Human Resources Director, in consultation with the County Administrative Officer, a specific time period may be set aside for reclassification requests during any Fiscal Year.

3. Incumbents in a position being considered for reclassification shall be allowed to provide statements and evidence as may affect the reclassification of the position.

4. Incumbents of reclassified positions may be moved to the level of the reclassification if the position is reclassified to a higher level in a class series and the incumbent has performed the duties and responsibilities of the higher level classification and met minimum qualifications of the higher level, as determined by the Human Resources Director, in his or her sole discretion. In some instances, the reclassification study will result in the allocation of a new position or classification that may require a new recruitment, as determined by the Human Resources Director, in consultation with the CAO. The employee's anniversary date and step will not change. The Human Resources Director's decision may be appealed by the Department Head to the County Administrative Officer within ten (10) calendar days after the decision has been made in writing to the appropriate parties. The County Administrative Officer's decision shall be final.

070 Salary Plan

The Board of Supervisors will establish a salary plan for all classifications.

080 Salary Upon Hire

New employees shall be placed on the salary range for their classification at step "A." New employees may be placed above step "A" under the following circumstances:

A. When the results of examinations conducted by or provided to the County as part of its recruitment process show a prospective employee or employee-examinee to possess

exceptional qualifications, the Board of Supervisors may grant the appointing authority the power to hire such person at any salary step of a particular salary classification.

B. Whenever there are no applications filed for an advertised vacancy in a classification during a period of at least six continuous months, and when the business needs of a Department require the immediate filling of a vacant position, the County Administrative Officer may, in his or her sole discretion, and subject to approval by the Board of Supervisors, determine that the classification is temporarily "hard-to-fill" and, on that basis, authorize the vacancy to be advertised and filled at any step, up to and including step E of that classification.

1. Said determination may be made with respect to classification vacancies within a particular department. (e.g. if the classification is only "hard-to-fill" in certain departments.)

2. The "hard-to-fill" determination shall remain in effect until the County Administrative Officer declares otherwise.

3. In the event the determination is made and the "hard-to-fill" vacancy is filled at any step above step "A," then all existing employees in the same classification (only in the affected department in the event that the hard-to-fill determination has been so limited) shall receive one or more step increases, effective on the date the vacancy is filled (i.e., when the employment of the new employee commences), equal to the number of steps beyond step "A" at which the new employee has started.

4. In the event that more than one vacancy exists or multiple vacancies occur during the period of time that the position is deemed "hard-to-fill" the total number of step increases by existing employees shall not exceed the greatest number of steps beyond step "A," at which any new employee is started. For example, if a new employee in a "hard to fill classification started at Step "C" (which is two steps beyond step "A"), then an existing employee at step "A" would move to step "C", and an existing employee at step "D" would move to step "E", and an existing employee at Step "E" will simply remain at that step. If a subsequent new employee started at step "D" (three steps beyond step "A"), then existing employees would only move one additional step (not exceeding step "E") in recognition of already having moved two steps previously when the first new employee started at step "C."

5. If further vacancies are then filled while the classification remains "hard-to fill," there would be no additional step increases to existing employees. In other words, existing employees may receive no more than three step increases as a result of vacancies being filled in a "hard to fill" classification.

6. Step increases under this subdivision (B) shall not affect or change otherwise effective dates for step increases as set forth in any other subdivision of this policy.

090 Salary Step Advancement

After six months of satisfactory service a new, probationary employee who started at Step A, or a current employee promoted to a new position at Step A, is eligible to receive a step advancement to Step B. An employee receiving such a step increase will have their anniversary date changed

to the date upon which the employee receives this step increase. All permanent County employees at any step other than Step "A," (excepting Department Heads, at-will employees, and elected officials) will become eligible to advance one step after a satisfactory service period of one year on the employee's anniversary date. Step increases shall not be automatic, but shall only be given upon affirmative recommendation of the Department Head following the completion of a performance evaluation where the performance is rated as satisfactory or better. Step increases may also be suspended by action of, or pursuant to the direction of, the Board of Supervisors.

A. If an employee is hired after the 15th of the month, the first day of the month subsequent to the month in which the employee is hired becomes the employee's anniversary date.

B. If an employee is hired on or before the 15th of the month, the first day of that month in which an employee is hired becomes the employee's anniversary date.

100 Salary on Promotion

An employee who is promoted to a different classification shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.

110 Salary on Reclassification

A permanent employee who is reclassified will retain their present anniversary date and shall receive the salary set forth below:

A. If the position is reclassified to a class with the same salary range as an employee's current job class, the salary and anniversary date of the employee shall not change.

B. If the position is reclassified to a class with a higher salary level than an employee's current job class, the employee shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.

C. If the position is reclassified to a class which is allocated to a lower salary range, the salary and step of the employee will not change. The employee will retain their current salary rate until such time as the new salary rate is equal to or higher than his or her prior salary. When this event occurs, the employee's salary shall be adjusted to the new rate and further salary increases will occur normally.

120 Salary Upon Demotion

An employee who is demoted will be placed within the salary range for the class into which he/she is demoted. The salary may be set at the step which is lower and closest to the salary rate which the employee was receiving before a demotion, unless it is determined by the Human Resources Director that the demotion warrants a different step placement. The employee shall have a new anniversary date that is the effective date of the demotion.

130 Salary Upon Transfer

Any employee transferred from one County department to another in the same class will remain at the same pay step with the same anniversary date.

140 Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees

Emergency, Seasonal, Limited Term, Retired Annuitants, and Temporary employees are at-will and shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months. Emergency, seasonal, limited term and temporary employees shall be paid at a rate as determined by the County.

150 Recruitment

A. Declaring a Vacancy. A Department Head will notify the Human Resources Director when a vacancy occurs or is anticipated. The Human Resources Director will review the official County Position Allocation List and verify that a vacancy does exist.

B. Determining How Vacancy is Filled. The Department Head will communicate with the Human Resources Director and the Human Resources Director, after consulting with the Department Head and with the approval of the County Administrative Officer, will then determine if the vacancy will be filled through an interdepartmental transfer, from an existing eligibility list, an intra department promotion, or through an in-house or open recruitment. If there is an existing eligibility list for the vacant position, the vacancy may be filled from the list unless it includes less than five names. In the event an open recruitment is done, and notwithstanding any other provision of this Personnel System, the County shall include in the group of candidates to be interviewed any County employees who file timely and complete applications for the position, provided they have not been subject to any final disciplinary action within the prior twelve months.

C. Announcement. If it is determined that an open recruitment should be done, the Human Resources Director will direct the preparation of the job announcement in consultation with the Department Head. Each announcement will state the duties and salary range of the class; the method of evaluating the education, experience and personal qualifications of the applicants; the place and date to file an application; the selection procedures; and such additional information as may be appropriate in the opinion of the Human Resources Director. The announcement will also state where the principal office for the position is and a statement that the County may change principal office if necessary to meet County business needs.

D. Posting of Announcement. The Human Resources Director will post a job announcement at appropriate County facilities, including County websites, so that it is accessible to County employees, employee organizations, and the public. If deemed appropriate, the Human Resources Director will advertise in newspapers circulated throughout all areas of the County, prepare a campaign of advertisement outside the County, as determined by the Human Resources Director, and send the announcement to other appropriate governmental agencies.

E. Application. Unless otherwise announced, all applications for employment must be made upon a County employment application form. Each application must be signed by the applicant and certified that all statements contained therein are true and correct. The original application must be filed as indicated in the job announcement. All applications, resumes and documents pertinent to an application for employment become the property of the County. Final determination as to the qualifications for a position rests with the Department Head and the Human Resources Director.

1. All applications must be filed within the time specified in the job announcement, unless the time for filing is extended by the Department Head with the approval of the Human Resources Director.

2. A separate and complete application is necessary for each new recruitment unless a previous application is on file for a period less than one year.

3. The recruitment may be for a specific time period or may be, upon the recommendation of the Department Head and Human Resources Director, a continuous or open recruitment until filled by a qualified applicant.

F. Disqualification of Applicants: The Human Resources Director, in consultation with the Department Head, may refuse to accept an application, refuse to examine an applicant, or otherwise consider any person ineligible for employment who:

1. Lacks any of the minimum qualifications established for the position for which the applicant applies;

2. Is physically or mentally unable to perform the duties of the position and, if the applicant is disabled, cannot be reasonably accommodated or would present a direct and imminent threat as defined under federal and state law.

3. Is a current user of illegal drugs;

4. Has been convicted of a misdemeanor which is job related, a crime of moral turpitude, or of any felony;

5. Has been dismissed from any position for any cause which would be cause for dismissal from County service;

6. Has attempted to practice any deception or fraud in the selection procedure or in securing eligibility;

7. Has used or attempted to use political influence or other methods in order to gain advantage in an examination, application or employment;

8. Failed to reply within a reasonable time to any communication concerning an applicant's availability for employment, as determined by the Human Resources Director.

9. Has made himself or herself unavailable for employment by requesting his/her name be withheld from placement on a certified eligibility list;

10. Is a relative by blood or marriage to a County Officer or appointed Department Head of the department in which employment is sought, or would be a direct supervisor of, or subject to the direct supervision of, a relative by blood or marriage, unless such employment is authorized by a four-fifths vote of the Board of Supervisors; or

11. For any material cause which in the judgment of the Human Resources Director, in consultation with the Department Head, will render the applicant unsuitable for the position, including but not limited to information obtained during a background and/or reference check, a prior resignation or termination from employment, failure during any probationary period, failure to pass the background check for a similar position in the County, or prior disciplinary action.

160 Examination Process

A. The Human Resources Director will conduct an examination process whenever he or she determines that it is necessary. A Department Head will be consulted in advance as to the nature of the examination. The examination will be competitive, impartial, practical in character, and fairly test the relative ability of the persons examined to discharge the duties and responsibilities of the classification for which the examination is given. Only applicants who meet the minimum qualifications for the position as established in the job announcement or class specification (and who is not otherwise disqualified) may be advanced in the examination process.

B. The examination process may include, but is not limited to, one or more of the following:

1. An appraisal of qualifications presented in the application materials. A quantifiable rating may be assigned to distinguish those candidates who are most qualified to be advanced further in the process or to establish a ranking of candidates if no further examination process is conducted;

2. A written examination specifically related to the job functions of the class for which the examination is being conducted;

3. A field test and/or performance test;

4. An Oral Examination Board. If an oral examination board is used, the board must have at least two members who are subject matter experts in the area examined, as determined by the Department Head or Human Resources Director in their sole discretion;

5. Additional Oral Interviews. The most qualified candidate(s) may be asked to participate in additional oral interviews following the other steps of the examination process.

C. Reasonable Accommodation and Testing. Should an otherwise qualified applicant for a position who is disabled within the definition of State or federal law request reasonable accommodation for any part of the examination process, the Human Resources Director shall modify the examination process for that particular applicant.

D. Background Investigation. Candidates for County employment may be subject to appropriate investigation including but not limited to:

1. Employment history investigation including references;

2. Personal and character investigation including credit history;

3. Fingerprinting;

4. Search of record of convictions and for some classifications search of record of arrest(s);

5. Post-employment offer physical or psychological test including a drug and alcohol screen test for designated job classifications for which such testing is necessary;

6. Verification of education or license if required for the job; and

7. Post-employment offer proof of citizenship or legal right to work in the United States.

E. Eligibility List. The names of candidates successfully passing an examination in the opinion of the Human Resources Director may be entered on an eligibility list for the vacant position.

F. Duration of Eligibility List. An eligibility list resulting from the examination process may be in effect for 12 months from the date it is established and may be extended or abolished in the discretion of the Human Resources Director. The names of candidates may be removed from the eligibility list for the following reasons:

1. For any cause of disqualification as set forth above in section 2.68.150.F.

2. Any evidence that the candidate cannot be located by the postal authorities.

3. On receipt of a statement from the candidate declining an appointment or stating that the candidate no longer desires consideration for a position for a position for which the list was established.

4. After refusal of two offers of appointment to the class for which the eligibility list was established.

5. Failure to respond within a specified time after an offer of employment without suitable explanation.

G. Alternate Eligibility List. If a department other than the department with the vacancy has established a qualified eligibility list, the Department Head seeking to fill a vacancy in the same classification may select any candidate from the list established by the other department. Any further examination of the candidate will be at the discretion of the Department Head seeking to fill the vacancy.

H. Eligibility List for Another Class of Same or Higher Rank. Where no eligibility list is in existence for a classification, appointment may be made from a list created for another

class of the same or higher rank in the same or in a related series if the duties of the class for which the selection procedure was given includes substantially all of the duties of the position to be filled and provided that the Department Head finds that the use of the list is in the best interest of the County and that the necessary skills and knowledge were adequately tested in the selection procedure.

170 Selection Process and Appointments

A. Selection of job candidates. The Department Head may select any candidate whose name appears on the eligibility list. Prior to appointment, the Department Head shall interview selected candidates of their own choosing from the eligibility list unless the Department Head participated in interviews during the examination process.

B. Veterans' Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a veteran pursuant to Government Code section 50088.

C. County Employee Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a current County employee.

D. Order of Lists. If more than one eligibility list exits for a vacant position, the appointing authority shall use them in the following order:

1. Reemployment List following layoff.
2. Current Eligibility List for vacancy.
3. Alternate Eligibility List.
4. Eligibility List for another classification of the same or higher job classification.

E. Appointment Procedure. Appointments will be made in writing. The Human Resources Director or his or her designee shall notify the candidate of the decision to appoint and provide other pertinent information.

F. Types of Appointment.

1. At-Will Appointment. Appointment of an employee to a position identified in the County list of job classifications as an At-Will position. These include all employees designated as emergency, seasonal or temporary employees. Such employees serve at the pleasure of the appointing authority and may be removed at any time without cause and without right of appeal.

2. Permanent Appointment. An employee appointed to a position that has successfully completed and passed the probationary period. Permanent appointments may either be made to full-time or part-time positions.

3. Probationary Appointments. An employee who has been appointed to a position who has not completed the probationary period required for permanent appointment.

4. Emergency Appointment. In an emergency or exigent situation, when it is necessary to prevent disruption of public business, loss of life, or damage to persons or property, the County Administrative Officer may employ such persons as may be needed for the duration of the emergency without regard to the personnel rules governing appointments and medical examinations. An emergency employee may be employed for up to 30 days. Employees in this category are at-will and receive no benefits except by law.

5. Limited Term Appointment. An appointment for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than 9 (nine) months in any consecutive 12 (twelve) month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits except people employed less than 6 months or 960 hours shall not receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment as a limited term within the limitations described above. Employees in this category are at-will. The County shall not use limited-term appointments to replace permanent full-time employees.

6. Seasonal Appointment. An individual may be employed on a recurrent basis for specified periods of the fiscal year for 960 hours or less. The seasonal employee must go through the recruitment and interview process; however, if an eligibility list is established and kept current, it may be used for more than one year. Student Internships are included in this category. Unless otherwise specified by a collective bargaining agreement with the County, employees in this category are at-will and receive no benefits except by law.

7. Temporary Appointment. An individual employed on a temporary basis for no more than 960 hours a fiscal year. Temporary employees are sometimes referred to "extra help." A temporary employee must complete the selection process. Such employees are at-will and receive no benefits except as required by law.

8. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants. A retired annuitant may be a temporary, seasonal, or emergency appointment. Such employees are at-will and receive no benefits except as required by law. Such employees may not be employed for more than 960 hours during any fiscal year.

G. Report of Hiring Decisions. All hiring decisions for positions in the County service, whether permanent, at-will, emergency, seasonal, or temporary, will be reported promptly to the Human Resources Director by the appointing authority.

H. Notification to Unsuccessful Candidates. After the appointing authority has selected the successful candidate the Human Resources Director shall notify the eligible candidates not selected of their non-selection to the position. Those candidates not selected will remain on the eligibility list for that job classification or position.

I. Appointment of Department Head. All appointments of non-elected Department Heads shall be made by the County Administrative Officer (CAO) unless state law gives appointment authority to the Board of Supervisors. Appointment of such Department Heads must be made or ratified by the Board of Supervisors.

180 Probation

A. Purpose. Every person appointed to a permanent position after certification from an eligible list shall serve a period of probation, while occupying the position, which shall be considered a part of the test of fitness. The probationary period is the final phase of the examination process. It is a trial period during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the job and become a permanent employee. Some positions may also require, as a condition of passing probation, possession of required certificates and/or licenses. This period will be utilized for closely observing the employee's work to determine the employee's fitness and/or suitability for the job and permanent status. Periods of extended absence shall not count towards employee's completion of probation. In situations of extended absence, the Probation period may be tolled or extended so that the County has sufficient time to observe that the probationary employee can perform the full range of duties. There shall be no other extensions of the probationary period granted.

B. Probationary Period. Upon initial appointment, employees serve a probationary period of 12 months commencing on the first date of employment. This period may be tolled if the employee has an extended approved leave of absence, but in no event may the probationary period exceed a total of 12 months of actual employment.

C. Probation Upon Promotion. A permanent employee who is promoted to a new position serves a probationary period if probation is made a condition of the promotion by the Department Head. The employee continues to have the right to use any accrued leave. The probation period may be up to three (3) months at the discretion of the appointing Department Head. This period may be tolled if the employee has an approved leave of absence of more than ten consecutive work days.

D. Promotion During Probation. An employee may be promoted during the probationary period under one of the following two conditions:

1. The employee has satisfactorily completed at least the first six months of the initial probationary period and the employee's individual classification has been duly allocated and defined as a series-allocation where the employee may be promoted within the allocation at the appointing authority's discretion without filling or creating a vacancy (e.g., Appraiser I/II/III, Custodian II/III).

2. The employee's position has been reclassified and the employee has been working out of class. The employee may be promoted to the reclassified position regardless of how many months of the initial probationary period have been completed.

A promotion pursuant to this section shall not change the probationary status of the employee, nor affect the duration of the initial probationary period (he or she shall serve the remaining time of the initial probationary period).

E. Application For Vacant Positions While in Probationary Status. A probationary employee shall have the right to apply for a vacant position as an outside candidate when there is an open recruitment. If the probationary employee is selected, he or she begins a new twelve month probationary period and will be placed at the same step in that position's salary range as would a new employee. Appointment to the new position does not change the probationary employee's date of hire and will not be considered as a break in service for purposes of determining County benefits, or right to utilize sick and vacation time. Eligibility for promotion to Step B will occur after six months of employment in the new position.

F. Evaluation During Probationary Period. A probationary employee shall be evaluated as frequently as necessary to determine that the employee is properly performing the duties and responsibilities of the position. There will be no less than four evaluations of the performance of the employee during the probationary period to be conducted on or before the end of each three-month period. Evaluations during the initial six months are to be completed at least five working days prior to the completion of each successive three-month working period. If an employee has not performed satisfactorily during any three-month period, the employee will be terminated. A final evaluation shall be completed prior to the end of the final month of probationary status and an employee who has not performed satisfactorily will be terminated. Any failure to conduct a performance evaluation described herein does not confer any right to acquire permanent status, and all probationary employees are subject to paragraph G, below.

G. Release During Initial Probation. At any time during the probationary period an employee may be released from employment without cause and without right of appeal. No employee may be released from employment for any unlawful reason.

H. Reinstatement From Probation in Promoted Position. If a permanent employee is found to be unsatisfactory following a promotion, the employee will be reinstated to the employee's former position and, if the position has been filled, will "bump" the employee who filled it. If the bumped employee who filled it transferred from another County position, then they shall return to their former position and, if that position has been filled, then they will "bump" the employee who filled it, and so on. If the last employee who has been bumped has no former County position to return to and has not yet passed probation, then they shall be separated from County service. If the employee's former County position has been eliminated or permanently filled, the County will make a good faith effort to place the employee in an appropriate position at the same pay range as the former position if such a position has been allocated, is not presently filled, and for which the employee is qualified.

I. Benefits During Probationary Period. A newly-hired probationary employee earns all the benefits due a permanent employee but cannot use vacation leave during the first six months of the initial probationary period. Benefits with cash value (such as uniform allowance, etc.) may require a prorated reimbursement by the employee if the employee separates from County service during the first six month period.

J. Permanent or Regular Appointment. An employee who successfully completes the initial probationary period will acquire permanent status. Permanent status may also be referred to as regular status and those terms are interchangeable.

190 Transfers

A. Voluntary Transfer. A permanent employee may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the Human Resources Director by submitting a request to transfer to the Human Resources Department. With the approval of the Department Head for whom the employee now works, the Department Head for whom the employee wishes to work, and the Human Resources Director, the employee may be transferred to the new position when the first vacancy becomes available, subject to the approval of the CAO. An employee transferring in to a new department may be required by the new Department Head to be placed on probation for a period to be determined by the Department Head not to exceed twelve months.

200 Performance Evaluation/Step Increase

A. Purpose.

All employees, regardless of their specific status, shall be provided with a regular performance evaluation. The purpose of employee performance evaluations is as follows:

1. To identify and document how an employee is performing for supervisors, managers and the employee being evaluated.

2. To establish a basis for consideration in approving transfers, promotions, demotions, reinstatements, discharges, eligibility for performance pay, and other personnel transactions.

3. To assist individual employees in achieving maximum work performance by discussing and establishing performance goals and work objectives and reviewing progress towards achieving them.

B. Performance Evaluation Report. Evaluation of the work performance of an employee will be recorded in a written performance evaluation to be placed in the employee's personnel file. The report will be done on the form developed by Human Resources.

C. Step Increase. An employee must have at least satisfactory performance as indicated in their performance evaluation report to receive a Step Increase. Performance evaluations for employees eligible for a Step Increase are to include the supervisor's or manager's recommendation regarding the increase.

D. Timelines of Evaluations.

1. Permanent employees and at-will employees, whether part-time or full-time, shall be evaluated on a systematic basis at least once per year. Emergency, seasonal,

temporary, and retired annuitant employees shall be evaluated at the end of each six months or the end of their service whichever is first.

2. During probationary employment, the Department Head or immediate supervisor is required to evaluate the performance of a probationary employee as frequently as necessary to ascertain whether the employee is properly performing the required responsibilities and duties. There shall be no less than four such evaluations within the probationary period. Each evaluation shall be completed at least five (5) working days prior to the completion of each successive three-month period commencing with the first day of employment.

E. Evaluation Conference. The Department Head or designated supervisor, and the employee will discuss each performance evaluation. Each employee shall receive a written copy of the evaluation at the time it is reviewed with the employee. The employee must sign the evaluation form to acknowledge receipt of the evaluation report. If the employee refuses to sign the evaluation form, the supervisor performing the evaluation or Department Head shall enter a notation on the evaluation that states "refused to sign."

F. Employee's Response. The employee will be allowed to make a brief written statement (limited to three typed pages) addressing specific concerns raised in the evaluation, which must be submitted within ten (10) business days of the date of the employee's receipt of the evaluation. The employee's response should be submitted to Department Head with a copy to the Human Resources Department.

G. Placement in Personnel File. A copy of the performance evaluation, the employee's written statement, and all amplifying documents and records will be made a permanent part of the employee's personnel record.

H. Improvement Plan. If the Department Head or immediate supervisor determines that an employee's performance is unsatisfactory, or that improvement is needed, the Department Head shall take reasonable steps to assist the employee to improve. These directions may be set forth in a written performance improvement plan ("PIP"). Failure by the employee to show satisfactory effort and improvement, or to comply with any requirements set forth in a written performance improvement plan, will be considered grounds for disciplinary action, up to and including termination.

210 Hours of Work and Holidays

A. Work Hours. Generally County employees work a five-day, forty-hour work week. Alternative work week schedules may be allowed and approved when necessary for department business and when approved by the CAO. Each Department Head or designee shall prepare a work schedule that complies with the following general policies:

1. County offices shall be open from 8:00 a.m. to 5:00 pm, unless as otherwise determined by the Department Head, with the approval of the CAO.

2. Two fifteen (15) minute breaks shall be offered to all employees such that one may be taken in the morning and one in the afternoon. Breaks may not be accumulated and may

not be taken in the first fifteen (15) minutes of the work day or the last fifteen (15) minutes of the work day. Breaks may not be added to the lunch hour.

3. Lunch breaks shall be normally for a period of one hour, and may be staggered in time so that offices can remain open during the lunch hour. Lunch may not be taken during the first two hours or the last two hours of the work day. A Department Head may establish an alternate department policy subject to CAO approval.

4. A Department Head may authorize in advance, on an individual basis, a temporary change in the normal work schedule when necessary to meet business requirements.

B. Holidays. The following are established as County Holidays. The Board of Supervisors may add, eliminate, or modify the holidays designated below by resolution or holidays may be adjusted pursuant to a collective bargaining agreement.

1. January 1st, known as "New Year's Day." If New Year's Day falls on a Saturday, the preceding Friday, December 31st, will be the New Year's Day holiday;
2. The third Monday in January, known as "Martin Luther King Day;"
3. The third Monday in February, known as "Presidents' Day;"
4. March 31st, known as "Cesar Chavez Day;"
5. The last Monday in May, known as "Memorial Day;"
6. July 4th;
7. The first Monday in September, known as "Labor Day;"
8. The second Monday in October, known as "Columbus Day;"
9. November 11, known as "Veterans' Day;"
10. The Thursday in November appointed as Thanksgiving Day and the Friday following Thanksgiving Day;
11. The 24th Day of December, known as "Christmas Eve Day." If the 25th Day of December falls on a Saturday, the Christmas Eve Day holiday will occur on the preceding Thursday, December 23rd;
12. The 25th Day of December, known as "Christmas Day." If the 25th day of December falls on a Saturday, the Christmas Day Holiday will occur on the preceding Friday, December 24th. If the 25th day of December falls on a Sunday, the Christmas Day Holiday will occur on the following Monday, December 26th;
13. The 31st Day of December, known as "New Year's Eve Day." If January 1st falls on a Saturday, the New Year's Eve Day holiday will occur on the preceding Thursday, December 30th;"
14. Every day appointed by the President or Governor for a public fast, Day of Thanksgiving, or holiday when such day applies to California Counties.

C. When Holidays Fall on a Weekend. If January 1st, July 4th, or November 11th falls upon a Sunday, the Monday following is a holiday. If said holidays fall on a Saturday, the Friday preceding is a holiday. If March 31st falls on a weekend, there is no paid holiday.

D. Personal Holidays. Every employee shall be entitled to two personal holidays per calendar year, unless a different amount has been set forth in a collective bargaining agreement. The appointing authority may require the employee to provide five (5) working days notice in advance of the use of a personal holiday.

220 Overtime

Except as provided in an applicable memorandum of understanding, or by the State or Federal Government, the rules regarding overtime are set forth below.

A. Authorization for Overtime. As a matter of general policy, the County does not permit employees to work overtime and will provide adequate staff to handle normal operations. However, non-exempt employees may be required to work overtime at the discretion of, and with the prior approval of, their supervisor.

B. Overtime Defined. Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized rest periods) in excess of forty (40) hours in the employee's designated seven (7) day workweek. (A different work period and maximum hours may apply to specific safety classifications.) Compensatory time used during the workweek will not be included as hours worked.

C. Discipline If Not Authorized. Non-exempt employees working overtime when not expressly authorized to do so by their supervisor will be paid as required by law and shall be subject to discipline. Supervisors' improperly authorizing overtime to non-exempt employees will be subject to discipline.

D. Compensation. Overtime assigned and worked by non-exempt employees shall be compensated at time and one-half (1-1/2) their regular rate of pay or as required by federal wage and hour laws.

E. Recordkeeping. Records of all overtime earned and accrued shall be kept by each department and submitted to the Department of Finance.

230 Compensatory Time

An employee may request Compensatory Time at the time his/her time sheet is submitted for the pay period when the overtime was earned, and the supervisor may in his/her discretion approve compensation in the form of accrued compensatory time at time and one-half (1-1/2). An employee may not accrue more than eighty (80) hours compensatory time at any time, unless a Memorandum of Understanding between the County and a bargaining unit provides for a higher accrual rate.

Use of compensatory time-off earned may be granted provided that: 1) its use does not unduly disrupt the operations of the County; and 2) the request is made to the employee's Department Head or designee no later than five days prior to the time when the employee desires to use the leave.

Overtime will be compensated in pay after 80 hours of CTO have accumulated, unless otherwise provided for in a written Memorandum of Understanding.

240 Payroll Periods

Mono County has twelve payroll periods per year. Each pay period begins on the first day of the month and ends on the last day of the month. Specified departments may have a different pay period in order to efficiently process the payroll. From each employee's check, federal tax, and any other mandatory federal deduction, state tax, employee's association dues, and retirement

contributions are deducted. Court ordered deductions and voluntary deductions approved by the County and the employee may also be deducted. Checks may be either hand delivered to the employee, mailed to employee's home or directly deposited to employee's bank, as directed by the employee.

250 Attendance Records and Reports

Each Department Head, or designated representative, will keep an accurate and current record of the attendance, absence, and status of each employee within the department, including records which reflect the amount of sick leave, vacation time, overtime worked, and compensatory time off accrued and allowed, and such other records as may be related to the attendance and status of the employee.

A. The Department Head will report to the Director of Finance, on forms provided by the Director of Finance, on the twentieth calendar day of each month, as to the daily attendance during the preceding month of each such employee within the department, listing all the absences of each such employee and other information necessary to determine compensation due to each employee.

B. The Director of Finance will maintain a record for each employee to determine compensation due to each such officer or employee.

C. The Human Resources Director, or his or her designee, will maintain a record of time used pursuant to leave taken pursuant to Sections 2.68.280-310 and Section 2.68.340.

260 Vacation

A. Accrual. Unless provided otherwise in an applicable Memorandum of Understanding, or pursuant to an "At-Will" contract or agreement, eligible employees and appointed officers, including permanent and probationary employees, and excluding emergency, seasonal, and temporary employees, shall be entitled to accrue vacation leave with pay for each year of full-time service as follows:

Initial employment . . . 10 days vacation per year
After three years of continuous service . . . 15 days vacation per year.
After ten years of continuous service . . . . 17 days vacation per year.
After fifteen years of continuous service . . . 19 days vacation per year.
After twenty years of continuous service. . . 20 days vacation per year.

B. Part-Time Accrual. A permanent part-time employee accrues vacation with pay in the same proportion that his/her working hours bear to the normal working hours of full-time employees in the position.

C. Maximum Accrual. The maximum number of vacation days that may be accrued by any employee shall not exceed two and a half times the employee's annual accrual rate. When the employee reaches the maximum accrual at the end of a calendar year, he/she shall cease earning vacation until such time that he/she has a maximum accrual less than two and a half times his/her earning rate.

D. Payment on Separation. Any employee who earns vacation will be compensated for all accrued vacation upon separation from County employment.

E. Limitation on Initial Use. Each eligible officer or employee earns vacation upon the first day of employment, but vacation may not be taken until the officer or employee has been continuously employed by the County for six (6) months, or as provided in an "At-Will" employment agreement.

F. Vacation Leave Use. Vacation leave may not be taken without written request to the Department Head and notification from the Department Head that the request has been approved in advance of the vacation leave. Vacation should be scheduled as far in advance as reasonably possible.

270 Sick Leave

A. Definition. Sick leave is leave from duty with pay which may be granted to an employee when an employee is physically or mentally unable to perform his or her duties due to the employee's illness, injury, or medical condition, or because of illness or injury to a family member, or domestic partner, or for a medical, dental or optical appointment to the extent such appointment cannot be scheduled outside the workday.

B. Eligible Employees. All permanent employees except emergency, seasonal or temporary employees are entitled to accrue sick leave. Permanent employees employed on a part-time basis shall receive prorated sick leave.

C. Sick Leave Accrual. Unless an applicable collective bargaining agreement provides otherwise, eligible employees will accrue sick leave at the rate of one day of sick leave for each calendar month of full-time service to the County. Permanent part-time employees accrue sick leave on a prorated basis.

D. Sick Leave Use. Unless an applicable collective bargaining agreement provides otherwise, sick leave up to five (5) consecutive working days may be granted by an employee's Department Head. An employee taking an anticipated sick leave shall provide reasonable advance notice to their Department Head or designee. The Department Head or Risk Manager may require a physician's certificate or other relevant evidence of illness or injury. Sick leave will be used concurrently with other medical leaves of absence. If sick leave extends beyond 5 days, or is taken on a regular intermittent basis, the Department Head will immediately notify the Risk Manager.

E. Call In Requirement. Employees who are sick and unable to come to work must call in to their supervisor or designee within one hour of the time they are required to report to duty each day of the absence. If the employee is unable to call in due to the serious nature of the illness or injury, they are required to call in, or have someone make such notification on their behalf, as soon as that notification can be reasonably made.

F. Employee Sick Leave Used for a Family. Sick leave may be used due to the illness or injury of a child, spouse, parent, or domestic partner. The Department Head may require a physician's certificate or other evidence of illness or injury. In addition to this provision leave to care for a sick or injured family member may also be provided pursuant to Section 2.68.280, and may run concurrent with leave granted under FMLA and CFRA.

G. Sick Leave Use During Probation. Employees may use accrued sick leave during the probationary period. Without any accrued leave a probationary employee required to be absent from work due to illness or injury will take Leave Without Pay (LWOP).

H. Sick Leave Usage for Industrial Accidents. Any employee absent due to injury or an illness arising out of and occurring in the course of County employment may elect during such absence to apply accrued sick leave to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by the employee under the Workers' Compensation Act and regular County pay, not to exceed the amount of accrued sick leave. The employee may elect to use any accrued vacation time and compensatory time after sick leave is exhausted. The rights of public safety officers are additionally protected by Labor Code Section 4850, incorporated herein by reference.

I. Sick Leave Usage for State Disability Insurance Benefits. Any employee with an approved claim to receive State Disability Insurance Benefits shall use accrued sick leave during the employee's approved medical absence for which disability benefits are received in an amount necessary to backfill the amount of the disability benefits in order to receive full wages. The employee may elect to use any accrued vacation and compensatory time after sick leave is exhausted.

J. Leave Usage for Paid Family Insurance Benefits. Any employee who has made a claim to receive Paid Family Insurance Benefits shall use accrued vacation during the absence of the employee for which insurance benefits are received to backfill the amount of the benefits in order to receive full wages for as long as accrued vacation leave is available and eligibility to receive Paid Family Insurance Benefits continues. The employee may elect to use any accrued sick leave and compensatory time after vacation leave is exhausted.

K. Excessive Sick Leave Usage or Abuse of Sick Leave. An employee who is excessively absent may be subject to disciplinary action. When determining if excessive or improper sick leave is being used, the pattern of absence and any other information concerning the use of the sick leave may be considered. An employee will be subject to disciplinary action for abuse of sick leave when the employee claims entitlement to sick leave yet it is determined that he/she has not met the requirements for sick leave usage as set forth in this section.

L. Payout at Separation. Unless an applicable MOU indicates otherwise, employees who have completed five (5) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid one half of all accumulated sick leave at the straight time rate of pay to a maximum of 400 hours. If the employee has died payment will be made to the employee's designated beneficiary, or if none, to the employee's estate. Employees who have completed ten (10) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid 100% of all accumulated sick leave at the straight time rate of pay to a maximum of 896 hours.

M. Leave Pool. In accordance with applicable collective bargaining agreements, the County may establish and administer a catastrophic leave pool program.

280 Family Medical Care Leave

A. Statement of Policy - To the extent not already provided for under current leave policies and provisions, the County will provide Family and Medical Care Leave for eligible employees as required by, and pursuant to, state and federal law. Unless otherwise indicated, "leave" under this section will mean leave pursuant to the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). Any changes to said laws will be incorporated herein and effective upon enactment.

B. Definitions - The following definitions apply to this policy.

1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

2. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, legal ward, or a child of a person standing "in loco parentis."

3. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

4. "Parent" means the biological, foster, or adoptive parent of an employee or an individual who stands or stood "in loco parentis" (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

5. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.

6. "Domestic Partner" means a partner as defined in California Family Code §297.

7. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

   a. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, or

   b. Continuing treatment by a health care provider for reasons of:

      i) Any period of incapacity due to pregnancy or for prenatal care.

      ii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.

      iii) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

iv) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

8. "Health Care Provider" means:

a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;

b) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;

c) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California or any other State and performing within the scope of their practice as defined under State law;

d) Physician's assistants, nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California or any other State law and who are performing within the scope of their practice as defined under State law; and

e) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

C. Reasons for Family Medical Care Leave. Leave is only permitted for the following reasons.

1. The birth of a child or to care for a newborn of an employee;

2. The placement of a child with an employee in connection with the adoption or foster care of a child;

3. Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or

4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

5. Leaves required under State or Federal law.

D. Employees Eligible for Leave - An employee is eligible for leave if the employee:

1. Has been employed for at least 12 months; and

2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

E. Amount of Leave - Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

1. Minimum Duration of Leave - If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

2. Leave Due to Serious Health Conditions. If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken.

3. Spouses Both Employed by County - In any case in which a husband and wife both employed by the County are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

F. Notice – County shall inform employee in writing of their FMLA eligibility status within five (5) business days of being informed or having reason to know about a FMLA event with a written explanation of the County's expectations and requirements and of the consequences of the employee's failure to adhere to the requirements.

G. Employee Benefits While on Leave

1. Employees are required to use accrued sick leave when the purpose of the leave taken under this section is because of the employee's own serious health condition. Employees are required to use accrued vacation leave or other accrued leave when taking any leave pursuant to this section not because of the employee's own serious health condition, except as otherwise provided herein. An employee may be allowed to use accrued sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health condition upon the mutual agreement, in writing, between the employee, Department Head, and CAO.

2. Following the use of paid leave balances, leave under this policy is unpaid. While on unpaid leave, employees will continue to be covered by the group health insurance (which includes dental and vision) to the same extent that coverage is provided while the employee is on paid status.

3. However, employees on unpaid leave will not continue to be covered under the non-health benefit plans, unless specified elsewhere. Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the County will inform the employee whether the premiums should be paid to the carrier or to the County. Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a

premium payment. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. For purposes of pension and retirement plans, the County will not make plan payments for an employee during the unpaid leave period, and the unpaid leave period shall not be required to be counted for time served under the plan. However, an employee may continue to make contributions in accordance with the terms of the plan during the period of leave.

4. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the County shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The County shall have the right to recover premiums through deduction from any sums due to the County (e.g. unpaid wages, vacation pay, etc.).

H. Substitution of Paid Accrued Leaves – Unless otherwise precluded by law, (e.g., 4850 time, when SDI or workers' compensation benefits are being received) an employee must use paid accrued leaves concurrently with FMLA and/or CFRA leave. Employees who are eligible to receive state disability insurance may receive paid state disability leave during FMLA or CFRA leaves of absence. See Section 2.68.270.I for use of sick leave and other leave when an employee is receiving State Disability Insurance Benefits.

I. Medical Certification –

1. Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition, must provide written certification from the health care provider of the individual requiring care if requested by the County.

2. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position subject to the following requirements:

a. Time to Provide Medical Certification – When an employee's leave is foreseeable and a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the County within the time frame requested by the County which must allow at least 15 calendar days after the employer's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

b. Consequences For Failure To Provide An Adequate Or Timely Certification If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the County may delay the taking of FMLA/CFRA leave until the required certification is provided.

c. Recertification - If the County has reason to doubt the validity or clarity of a certification, the County may require a medical opinion of a second health care provider chosen and paid for by the County. If the second opinion is different from the first, the County may require the opinion of a third provider jointly approved by the County and the employee, but paid for by the County. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

3. To receive compensation under state disability insurance, if the leave is requested because of the serious health condition of an employee's family member, the employee may be required to provide certification which includes the following:

a. A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnostic has yet been obtained, a detailed statement of symptoms.

b. The date, if known, on which the condition commenced.

c. The probable duration of the condition.

d. An estimate of the amount of time that the physician or practitioner believes the employee is needed to care for the child, parent, spouse, or domestic partner.

e. A statement that the serious health condition warrants the participation of the employee to provide care for his or her child, parent, spouse, or domestic partner.

J. Intermittent Leave Or Leave On A Reduced Leave Schedule - If an employee requests leave intermittently (a few days or hours at a time) or a reduced leave schedule for reasons covered under the FMLA or CFRA, the employee must provide medical certification that such intermittent leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Employee shall be informed that granted FMLA leave will be deducted from employees 12 week allowance.

K. Employee Notice of Leave - Although the County recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the County determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the County may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

L. Reinstatement upon Return from Leave

1. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the leave period.

2. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

M. Fitness For Duty Certification - As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider indicating that the employee is able to resume the essential functions of his or her pre-leave position. A fitness-for-duty certification may be required if the employee has used leave pursuant to Section 2.68.270 when the leave was necessary because of the employee's illness, injury, or medical condition. Failure to provide such certification will result in denial of reinstatement. The County reserves the right to have a returning employee examined by a County designated physician, or to have the County's designated physician consult with the employee's physician, concerning the employee's fitness for duty, unless some alternate provision is set forth in the employee's applicable collective bargaining agreement.

N. Reinstatement of "Key Employees" - The County may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the County, and the employee is notified of the County's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

O. Required Forms - Employees must request, complete and return each of the applicable forms in connection with leave under this policy as provided by the office of Risk Management.

P. Visits to Doctor - Employees with chronic medical conditions are required to visit a doctor at least twice a year for that condition. For single absences requiring leave, the employee must be seen within seven days of the onset of the illness and if seen twice, the second visit must occur within 30 days of the onset of the illness.

Q. Parental Leave/Adoption – Employees can use leave intermittently for a serious health condition of an adopted child. FMLA leave may also include time to travel to another country to complete an adoption or other necessary steps to complete the adoption.

R. Notice/Call Ins – Employees are required to timely warn the County that they are planning to miss work and must follow the counties call in policy.

S. Leave During Holidays – If a holiday falls within a full week of FMLA leave, the holiday counts as FMLA time, but if the leave is taken in increments of less than one week, the holiday will not count against the 12-week leave unless the employee was scheduled to work the holiday.

290 Leave of Absence Due to Death in Family

A. When any employee or officer is absent from duty by reason of the death of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events.

B. Eligible Employees. All employees except emergency, seasonal and temporary employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.

C. Documentation of Death. The County may require confirmation of death within thirty (30) days after the employee or officer returns to work.

300 Leave of Absence Due to Critical Illness in Family

A. When any employee or officer is absent from duty by reason of the critical illness of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events. For purposes of this provision, a "critical illness" means a "serious health condition" as defined in Section 2.68.280(B)(7) but excluding any normal pregnancy (one without medical complications).

B. Eligible Employees. All permanent employees except emergency, seasonal and temporary Employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.

C. Documentation of Critical Illness. The County may require confirmation of critical illness within thirty (30) days after the employee or officer returns to work.

310 Military Leave of Absence

All officers and employees are entitled to military leave of absence in accordance with the provisions of Federal and State law, including FMLA. Military leaves of absence will be reported by the Department Head to the Human Resources Director to insure that all statutory requirements are satisfied. Employees and family members of military personnel may take leave as provided under federal law.

320 Jury Duty Leave

A. Every permanent or probationary employee of the County who is summoned or required to serve as a trial juror in any jurisdiction where the employee resides, or to serve on a federal grand jury, is entitled to be absent from the County during the period of service. The employee will be paid the employee's regular salary without charge against the employee's

accumulated paid leaves, provided that the employee deposits fees received for jury service (excluding mileage) with the Director of Finance or his/her designee.

B. An employee summoned for jury duty must immediately notify his or her Department Head. An employee must turn in copy of summons to Department Head within 3 days of receipt.

C. Employees are required to notify their supervisor on a daily basis regarding jury duty hours, including jury duty release time. Upon release from jury duty prior to the end of the business day, the employee must promptly notify their supervisor. If an employee or officer is released from jury duty at a time that allows the employee to return to work with one hour or more remaining in the workday, the employee or officer must report to work.

D. Where Courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is not told by the Court to report or told to call in the next day for jury service, the employee must come to work and make the call from his/her assigned place of work, unless the employee receives prior approval from the Department Head to call from home.

330 Miscellaneous Leave

A. An employee is entitled to take leave when the employee has been the victim of domestic violence, sexual assault or stalking in order to obtain any legal relief, seek medical attention, and to obtain related services and counseling. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee was a victim of domestic violence, sexual assault, or stalking. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.

B. An employee is entitled to be absent from work when the employee, or an immediate member of an employee's family, has been a victim of a crime and is required to attend judicial proceedings related to that crime. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee, or an immediate member of the employee's family, was a victim of a crime and was required to attend a judicial proceeding related to that crime. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.

C. When an employee acts as a volunteer firefighter for the protection of life or property during regular business hours, the employee shall be deemed to be on duty and there should be no loss of salary. The employee, when working as a volunteer, is not covered by Worker's Compensation with Mono County. An employee who is called to perform search and rescue services during regular business hours may act with the prior approval of the employee's Department Head, whose permission shall not be unreasonably withheld, and the employee shall be deemed to be on duty and there should be no loss of

salary up to the first four hours of time spent responding during regular business hours (per incident); any additional time spent responding (beyond four hours during regular business hours) shall not be compensated, but an employee may use any accrued vacation leave or compensatory time off the employee may have for this purpose. The County shall also comply with Labor Code sections 230.3 and 230.4, to the extent applicable.

D. An employee may take leave to attend a school or day care facility event pursuant to Labor Code Sections 230.7 and 230.8 if the employee provides reasonable advance notice to their supervisor. The employee shall be required to use accrued vacation, personal leave or compensatory time off when using this leave.

340 Pregnancy Disability Leave

A. Any female employee will be entitled to take an unpaid leave on account of pregnancy, child birth or related medical conditions for the period of disability up to four (4) months. The employee will be entitled to utilize any accrued sick leave, vacation time or other accrued paid leave during this period of time. An employee will not accrue additional vacation or sick leave during any unpaid portion of this leave. The County may, but is not required to, allow an employee to commence the use of CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the child's birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Pregnancy Disability Leave shall run concurrent with FMLA leave.

B. Any employee who plans to take a leave on account of pregnancy, child birth or related condition should submit in writing to her Department Head a statement of her intent to take leave, including a physician's statement indicating her last advisable or probable date to remain at work and a statement of her intended date to return to work. Notice must be given not less than thirty (30) days prior to the intended commencement date of the leave, if the leave is foreseeable. When the need for leave does not allow for thirty (30) days notice, notice should be given as soon as practicable.

350 Voting Leave

Employees whose work schedule prevents them from having sufficient time outside of working hours to vote at a statewide or countywide election, may take up to two (2) hours off with pay at the beginning or end of the workday, whichever allows the most free time for voting and the least time off from the employee's regular working shift, to enable the employee to vote. If the time off is required, the employee must provide the employee's Department Head with notice that time off for voting is necessary at least two (2) days prior to the election. The Department Head may require that the time off be taken only at the beginning or the end of the employee's shift/workday.

360 Administrative Leave With Pay

Administrative leave is leave with pay taken at the sole discretion of the County. Employees placed on administrative leave will be relieved of their regular duties during the period of leave. Employees placed on administrative leave will remain at their residence or elsewhere at the instruction of the Department Head, and remain accessible to communication and contact from the County, during their regular work hours, but shall perform no work or duties on behalf of the

County. Employees placed on administrative leave will report to their Department Head daily or as otherwise instructed by their Department Head during the period of the leave. Administrative leave is not discipline and does not entitle the employee to any right of appeal. Employees on Administrative Leave shall accrue benefits, including sick and vacation time, during such leave, and may request to use accrued sick and vacation time in the manner provided for in this Personnel System. The employee on paid administrative leave must comply with reasonable restrictions during the employee's normal working hours, shall not engage in activities that might result in injury to the employee, and shall promptly notify their supervisor of any change in their location during the employee's normal working hours. Administrative leave for a period of thirty (30) days or less must be approved by the CAO. Administrative Leave for any period in excess of thirty (30) days must be approved by the Board of Supervisors upon the recommendation of the CAO.

370 Administrative Leave Without Pay

A. Eligibility. Other than emergency, temporary or seasonal employees, all employees or officers of the County who have been employed for one (1) year may be granted a leave of absence without pay upon the following conditions:

1. The employee or officer has submitted a request in writing to his or her appointing authority indicating clearly and concisely:

   a. That the leave of absence is made voluntarily by the employee or officer;

   b. That there is a date certain on which the leave will commence;

   c. That there is a date certain on which the employee will return to work and failure of the officer or employee to return to work on that date constitutes cause for dismissal of said employee or said officer should the employee or officer not utilize the procedure for extension as set forth below;

   d. That the reason for the requested leave of absence and all facts, events or occurrences that the employee or officer is relying upon to support the request are stated.

B. When Granted. A leave of absence without pay may be granted only in the event that the facts, events and occurrences that support the request of the officer or employee establish one of the following:

1. There is an illness, injury or disability of the officer or employee, or a member of his/her immediate family and the officer or employee has exhausted all available leaves pursuant to CFRA and FMLA;

2. The employee or officer is to receive some training, education or experience which will materially increase the ability of said officer or employee to perform his or her duties as a County employee;

3. That the leave is requested for personal reasons acceptable to the Department Head and the CAO;

4. That additional maternity or paternity leave, beyond that authorized by federal or state law, is requested by an officer or an employee.

C. Authority. A leave of absence requested by an officer or an employee for a period not exceeding thirty (30) calendar days after the exhaustion of all other leaves may be approved by the employee's Department Head and granted by the CAO.

D. Extension of Leaves. Should the officer or employee desire an extension of the leave of absence, said officer or employee must submit a request, in writing, to the CAO, whose approval is required pursuant to Subsection C of this section. The request will be considered by the CAO, whose approval is required, only in the event that:

1. The request is received by the County Administrative Officer (CAO) at least seven (7) working days prior to the date scheduled for termination of the leave.
2. The request contains an address to which a note of approval or denial of the extension may be sent; and
3. The request gives facts which support a determination by the CAO that the circumstances which caused the initial granting of the leave still exist.

E. Leave Requests for Period in Excess of Thirty Days. A leave of absence requested by an officer or employee for a period in excess of thirty (30) calendar days shall be processed as follows:

1. The request shall be approved by the employee's Department Head and submitted to the CAO.

2. Upon the approval of the CAO, the request shall be submitted to the Board of Supervisors for consideration at the next regularly scheduled Board meeting. The Board of Supervisors may approve the request, approve the request upon the imposition of conditions the Board deems appropriate, including but not limited to, a reduction in the period of time requested, or deny the request.

F. Time Limitation. Leave without pay is not to exceed one (1) year.

G. No Accrual of Other Leaves. Vacation, sick leave and other paid leaves will not be earned during unpaid leave of absence. Holidays with pay will not be given. Contributions to monthly premium costs for medical insurance will be suspended after one (1) calendar month. After one (1) month the employee must make arrangements to continue to pay his/her normal monthly premium costs for insurance under COBRA provisions or lose coverage.

380 Employee Standards of Conduct

A. All County employees are expected to meet the following standards of conduct:

1. Maintain the highest standards of moral and ethical conduct;

2. Being courteous, competent, and business like when dealing with all people;

3. Beginning work on time and putting in a full day's work;

4. Being dedicated to the County and the job, and always striving to improve both; and being dedicated to providing quality services in support of the health, safety, and welfare of the local economy while protecting the County's unique rural environment, natural resources, and honoring the public trust and the people being served;

5. Working cooperatively with fellow employees, supervisors and other departments;

6. Putting themselves in the other person's shoes;

7. Keeping physically and mentally healthy; and

8. Working safely at all times.

B. Failure to adhere to the standards of conduct can be grounds for disciplinary action pursuant to section 2.68.498 of these rules.

390 Discrimination Prohibited

No person employed by the County of Mono, or seeking employment with the County of Mono, shall be discriminated against in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of race, color, religion, national origin, ancestry, marital status, sex, age, physical or mental disability, sexual orientation, or political or religious opinions or affiliations. Any employee who believes he/she has been discriminated against should report it immediately to their supervisor, manager, any Department Head, or Human Resources Director. The County's internal complaint process described in section 2.68.410 of these rules is available to any employee who believes they have been discriminated against.

400 Retaliation Prohibited

An employee shall not be disciplined or discharged for reporting discriminatory conduct, regulatory violations or illegal activity, unsafe working conditions, or industrial injury, unless the conduct reported is found not to have occurred and there is malice in the reporting.

410 Anti-Harassment Policy

A. Harassment Free Work Environment. The County is committed to providing a work environment free of discriminatory harassment.

B. Harassment Will Not Be Tolerated. Discriminatory harassment violates this policy and will not be tolerated. Discriminatory harassment of an applicant, employee or person providing services pursuant to a contract, is harassment based on actual or perceived race, religious creed, color, sex, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. It is also improper to retaliate against any individual for making a complaint of discriminatory harassment, for participating in a harassment

investigation, or for engaging in any other protected activity. Retaliation constitutes a violation of this policy.

C. Policy Applies to All Personnel Matters. This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation. Employees who violate this Policy may be subject to disciplinary action up to and including termination. By definition, any form of discriminatory harassment, including sexual harassment, is not within the course and scope of an individual's employment with the County.

D. Definition. Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, or even specifically directed at the victim. The conduct prohibited by this policy may include conduct that does not necessarily meet the strict legal definition of harassment as defined under Title VII of the Civil Rights Act of 1974, the California Fair Employment and Housing Act, or other federal and state statutes that prohibit harassment. In other words, an employee, manager, supervisor, or officer may be subject to discipline, up to and including termination, for engaging in, and/or aiding or abetting conduct prohibited by this policy that may not rise to the level of harassment as defined under state or federal law. Sexually harassing conduct can occur between people of the same or different genders.

Harassment includes, but is not limited to, the following misconduct:

1. Verbal. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender, race, color, national origin, religious creed, ancestry, disability, medical condition, or sexual orientation.

2. Physical. Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, indecent exposure, or making any type of sexual gesture.

3. Visual or Written. The display or circulation of offensive or derogatory visual or written material related to sex, religious creed, national origin, color, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.

4. Environmental. A work environment that is permeated with sexually-oriented talk, innuendo, insults or abuse not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.

E. Romantic Relationships Discouraged. Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.

F. Prohibited Supervisory Or Managerial Behavior.

1. No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment on an applicant's or employee's acquiescence to the behavior defined above.

2. No supervisor, manager, or other authority figure may retaliate against any applicant, or employee, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator.

3. No person shall destroy evidence relevant to an investigation of harassment.

G. Behavior Prohibited By All Persons.

1. No supervisor, manager, or any other person in the County shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.

2. No supervisor, manager, or any other person in the County shall assist any individual in doing any act which constitutes discriminatory harassment against any person.

3. No supervisor, manager, or any other person in the County may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.

H. Obligations of Supervisors/Managers.

1. A copy of this policy will be provided to all employees of the County, and will be displayed and/or made available throughout the County.

2. A copy of the information sheet on sexual harassment prepared by the Department of Fair Employment and Housing is available to all County employees upon request.

3. The County will periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification will occur through the normal channels of communication.

4. The Human Resources Department will make available upon request information from the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission about filing claims of harassment with these entities.

5. Employees of the County will receive periodic training on the policy.

I. Need to Report Immediately. Employees who believe they have experienced or been subjected to any form of employment discrimination or harassment should report it immediately to their supervisor, manager, any Department Head, or the Human Resources Department.

J. Obligations of all Employees.

1. Any employee who observes or witnesses comments, gestures, visual or auditory materials, or actions that are perceived as constituting any form of harassment should immediately communicate and discuss with the person who is performing the harassing behavior that such action/words are not welcome.

2. Whether or not an employee has communicated directly with the harasser, all employees should immediately report any conduct that they believe violates the policy. This includes conduct they personally experience or directly observe, whether or not reported by the employee who is the object of the conduct. This also includes conduct that they have been told has occurred by the person allegedly harassed or a witness to alleged harassment. This also includes conduct by non-employees, such as sales representatives, independent contractors, service vendors, clients, or any member of the public, or conduct aimed at such contractors or any member of the public. An employee who observes/witnesses harassing or discriminatory conduct and fails to report such conduct may be subject to disciplinary action.

3. Employees should immediately report the conduct to their supervisor, manager, any Department Head or the Human Resources Department. Under no circumstances will employees of the County, who believe they have been the victim of discrimination or harassment, be required to first report that harassment to a supervisor or other authority figure if that person or authority figure is the individual who has done the harassing. These employees should instead report the conduct to any manager, Department Head or the Human Resources Department.

4. All employees must cooperate with any investigation of any alleged act of discriminatory harassment conducted by the County or its agents. Failure to cooperate with any such investigation may subject the employee to discipline, up to and including discharge.

K. Responsibilities of Supervisors or Management.

1. Any supervisor or manager who receives a complaint or witnesses any conduct regarding discrimination or harassment must immediately report it to the Human Resources Department. If it is not possible to make an immediate report to the Human Resources Department, or if the complaint involves the Human Resources Director, then the complaint should be immediately reported to the CAO. Failure to report discrimination or harassment may result in disciplinary action.

2. No supervisor, manager, officer, or any other person in the County with management authority may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.

3. All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discriminatory harassment.

420 Investigative and Corrective Action for Complaints of Discrimination and/or Discriminatory Harassment

A. The Human Resources Department will authorize or conduct an investigation of the complaint of discrimination or discriminatory harassment. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.

B. The person designated to investigate shall immediately report in writing the findings of fact to the Human Resources Director. The Human Resources Director, in consultation with the CAO and County Counsel, will determine whether these rules have been violated and communicate the conclusion to the complainant.

C. Disciplinary action shall be decided in accordance with County policy and after consultation with the Human Resources Director and County Counsel.

D. If the complaint is against the Human Resources Manager, the investigation will be conducted or supervised by the CAO.

430 Anti-Violence in the Workplace Policy

A. Policy. The County has a Zero Tolerance for workplace violence. The policy of the County is to prohibit acts or verbal and/or non-verbal threats of physical violence in the workplace, including intimidation, harassment, and/or coercion, by or to County employees, visitors, fellow employees or by relatives of fellow employees.

B. Zero Tolerance Standard. The following sets forth examples of prohibited conduct:

1. Violent conduct or threats of violence, implied, actual, direct, or indirect to any employee.

2. Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.), unless specifically required or authorized by the Sheriff or CAO.

3. Hitting or shoving an individual, and any physical touching in an intimidating, threatening or dominating manner.

4. Threatening an individual or family member, friends, associates, or citizens.

5. Making harassing or threatening phone calls.

6. Engaging in harassing surveillance or stalking.

7. Making a suggestion or threat that violence will occur.

8. Conduct that creates a physically hostile, abusive, or intimidating work environment for one or more County employees.

C. Reporting Conduct. Employees should immediately report violent behavior at any County location or at any location where the County conducts business to the Department Head for monitoring and assessment and call 911 if immediate law enforcement and or emergency response is necessary. The Department Head shall relay all reported or otherwise known incidents to the CAO or his/her designee. The CAO or designee may, in his/her discretion, take immediate steps to provide safety to the reporting person or other person(s) based on his/her assessment of the situation.

D. Discipline. All County employees who engage in violence, direct, indirect, threatened, or actual, against co-workers or any other person related to County business or on County premises may be subject to legal action by law enforcement authorities as well as disciplinary action by the County, up to and including termination of employment.

E. Action Plan. The CAO or his/her designee and Department Head will assess reported incidents and may take the following action(s) where appropriate:

1. Take steps to have any physically threatening or violent person, employee or member of the public leave or be removed from the worksite.

2. Place an employee alleged to have made serious violent threats or engaged in other violent behavior on paid or unpaid leave pending the outcome of an investigation.

F. Investigation. Threats of violent behavior and acts of violent behavior, implied, actual, direct, or indirect, are to be investigated promptly and reported to the CAO or his/her designee. Such incidents should be documented and filed with the CAO or his/her designee and thereafter investigated in accordance with the CAO's direction. Such documentation should include a narrative of the incident including names and other appropriate identification of the parties involved, verbal comments made or description of the violent behavior, witness names, and witnesses' statements. The County shall cooperate and coordinate with any investigation being conducted by law enforcement.

G. Procedures. Procedures for investigating incidents of workplace violence, including threats of violence and physical injury, shall include the following, and may be subject to any additional policy adopted by the CAO or Board of Supervisors:

1. Go to the scene of an incident. Immediately separate the participants.

2. Interview threatened or injured employees and witnesses.

3. Consider taking corrective action to prevent incidents of this kind from recurring.

4. Contact CAO and inform of threats of violence immediately upon knowledge of threats.

5. Document findings.

6. Determine the cause of the incident.

7. Examine the workplace for security risk factors associated with the incident after release of the scene by law enforcement personnel if the incident involves injuries or death.

8. Take whatever additional action is necessary under the circumstances to handle and investigate workplace violence complaints and/or incident.

I. Guidelines for Immediate Response. Any response to an incident involving an assault resulting in injury or death should be limited in scope. The individual on scene who observes the incident should limit their activities to the following:

1. Dial 911 for medical and law enforcement assistance.

2. Render comfort and minor first aid to any injured victims.

3. Immediately notify the Department Head, Sheriff, and CAO

4. Separate the participants and make an attempt to identify and document all potential witnesses to the event.

The first manager or supervisor responding to the incident should ensure that the above actions have been initiated.

440 Improper Political Activity

No one employed by the County will engage in political activities on County premises while engaged in official duties, using County equipment, or wearing an official County uniform. Political activity is that activity defined under the California Government Code.

450 Outside Employment/Restrictions

No officer or employee shall engage in any employment, activity or enterprise which is inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or

employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified herein.

A. Prohibited Outside Employment. An officer's or employee's outside employment, activity, or enterprise shall be prohibited if it:

1. Involves the use for private gain or advantage of the County's time, facilities, equipment and supplies; or the badge, uniform, prestige or influence or his/her County office or employment; or

2. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the County for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the normal course or hours of his/her County employment or as a part of his/her duties as a County officer or employee; or

3. Involves the performance of an act in other than his/her capacity as a County officer or an employee which act may be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee; or

4. Involves such time demands as should render performance of his/her duties as an officer or employee less efficient.

B. When Outside Employment May Be Allowed. An officer's or employee's outside employment, activity or enterprise would not be deemed inconsistent, incompatible, in conflict with, or inimical to, the duties of the officer or employee, if the officer or employee, prior to engaging to any such employment, activity or enterprise makes a complete written disclosure to the Department Head or the appointing authority of all of the functions, duties and responsibilities required of said officer or employee by such employment, activity or enterprise, and receives written consent to engage in such employment, activity or enterprise from the Department Head, if an employee, or the Board, if an officer. A Department Head and/or the CAO may adopt a form for use in evaluating a permitting outside employment.

460 Drug and Alcohol Policy

A. County Requirements. The County requires that any officer or employee:

1. Not report to work or be subject to being called to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use. Not report to work if the effects of substance use (odor, appearance, etc.) are noticeable to the public.

2. Not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, while on County property, while using or operating County equipment or vehicles, or while subject to being called to duty, on breaks, or during meal periods.

3. Not directly or through third parties sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty.

4. Notify his or her supervisor, before beginning work, when taking medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment.

5. Provide, within 24 hours of request, bona fide verification of current valid prescription for any potential impairing drug or medication identified. The prescription must be in the employee's name. A medical marijuana prescription/license is not deemed a valid prescription for employment purposes.

6. Notify the Human Resources Director and Department Head of any criminal drug conviction for a violation not later than five days after conviction.

B. Special Restrictions. Special restrictions and/or policies applicable to Department of Transportation regulated or sensitive safety positions are incorporated herein by this reference, and will be enforced together with, and in addition to, the provisions of this section. Departments receiving federal funding may be subject to the Drug-Free Workplace Act of 1988.

C. Discipline For Violations. Violation of any of the above can result in discipline up to and including termination, and may include the employee's participation in, and completion of, a drug or alcohol treatment program. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal leave and disability laws.

D. Search of Property. The County reserves the right to search, without employee consent, all areas and properties in the County over which the County maintains control or joint control with the employee.

E. Pre-employment screening. The County will maintain post-offer, pre-employment screening practices regarding drugs and alcohol. All offers of employment extended by the County shall be contingent upon the applicant submitting to and passing a fitness for duty examination which may include testing for use of drugs and alcohol for designated positions. Applicants who refuse to sign a consent form permitting testing or the release of test results to the County will not be hired/rehired.

F. Management Responsibilities and Guidelines. Managers and supervisors are responsible for reasonable enforcement of this drug and alcohol policy. Managers and supervisors shall direct that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called to work.

1. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

2. Managers and supervisors shall direct an employee to submit to a drug and/or alcohol test if the employee has been involved in a vehicular accident where the employee was the driver or involved in any accident that causes damage to county property or injury to any person.

3. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol.

4. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon direction will remind the employee of the requirements and disciplinary consequences of failing to submit to the analysis. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor will arrange for the employee to be safely transported home.

5. Managers and supervisors will not physically search the person or employee suspected of being under the influence of drugs and/or alcohol, nor search the personal possessions of such employee or person without first being provided the freely given written consent of the employee or person.

6. Managers and supervisors will notify the Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head may notify the appropriate law enforcement agency.

G. Physical Examination and Procedure. The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

1. Results of Drug and/or Alcohol Analysis Pre-employment. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drug and/or alcohol could affect performance of job, duties or responsibilities. If a drug screen is positive at the pre-employment physical the applicant must provide, within 24 hours of request, a bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

2. During Employment Physical or Alcohol/Drug Test. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. If the drug screen is positive for a prescription drug, the employee must provide, within 24 hours of request, a bona fide verification of a valid current prescription of the drug identified in the drug screen. The prescription must be in

the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor that the employee has been prescribed and will be taking such prescribed drug, the employee will be subject to disciplinary action up to and including discharge.

3. Testing Procedures. Testing procedures and threshold limits shall be in accordance with state and federal law, DOT procedures, and as may be determined by policy established by the Board of Supervisors.

4. Investigation. If an alcohol or drug test is positive for alcohol or drugs, the County shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal laws.

G. Confidentiality. Laboratory reports and test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical file which will be securely kept under the control of the Human Resources department. The report or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee, (3) the information needs to be used in administering an employee benefit plan; or, (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

470 Computer/Electronic Mail/Voice Mail/Internet Policy

A. Scope.

1. County Provided Electronic Media. This policy applies to all Mono County employees who use any electronic media provided by the County. Electronic media is defined as computers, computer peripherals, computer software, laptops, voice mail, electronic mail (e-mail), Internet access, World Wide Web access, Intranet (MINE) access, on-line information services, electronic facsimile (fax) files, and any other electronic type of equipment that the County deems as electronic media.

2. Personal Electronic Media. This policy also applies to all personal electronic media used for County business purposes, and as such will be subject to the same conditions set forth herein.

B. General Policy on the Use of Electronic Media.

1. Business Purposes. Electronic media, as outlined in the scope above, are provided for the use of Mono County employees for business-related purposes and as such do not offer privacy protections that one might expect from a personal system.

2. Right to Search and Monitor. Supervisors, managers, Department Heads, as well as computer support personnel, as authorized by the Department Head, reserve the

right to enter, search and monitor the computer files, voice mail, e-mail, or any type of electronic file of any employee without advance notice. Justification for such actions may include monitoring work flow or productivity, and investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.

3. On-line Information Service Use. Use of on-line information services such as the Internet and the World Wide Web is restricted. Access to online information services should be kept to a reasonable amount of time. The standard for a reasonable amount of time will be established at the discretion of the Department Head. Personal use of online information on County time is to be strictly limited, and may be prohibited by any Department Head for his/her department. As with use of on-line information services, personal use of the telephone should be: a) confined to any use that is absolutely necessary; b) kept to a minimum; c) brief and focused; d) to the extent practical, performed on breaks or lunch time, rather than on County work time. An abuse of this personal use policy may subject the employee to discipline, up to and including termination, as being an inexcusable neglect of duty and/or insubordination, and may result in prohibition from such personal use.

4. Voice Mail. Messages recorded, sent, received and/or stored utilizing the County's voice mail system should be considered as County property. Therefore, voice mail may be subject to search for the reasons stated above.

5. E-Mail. Internal and external messages and files sent, received and/or stored utilizing the County's e-mail program should be considered as County property. Therefore, e-mail may be subject to search for the reasons stated above.

6. Facsimiles. Electronic files of facsimiles (fax's) sent, received, and/or stored using County equipment should be considered County property and may be subject to search for such reasons as stated above.

7. Computers, Computer Software, Laptops and Computer Files. The County's computers, software and files stored on the computer or network will be considered as County property. Therefore, these devices may be subject to search for reasons stated above. In addition, all software that resides on any of the County's computers will be licensed and may be considered the property of Mono County.

8. Software Installations. No employee will install software on any County computer without first receiving permission from the Department Head, and subject to the review and approval of the Information Technology department.

9. No Hardware Tampering. No employee will alter or tamper with any County computer or interfere with its operation. All hardware failures will be immediately reported to the departmental or County computer specialist. Personnel will not attempt hardware repair unless so directed by the departmental or County computer specialist.

10. Mailing Lists. Administration of the County e-mail systems is a distributed function with each department responsible for the creation and maintenance of its

user community and mailing lists appropriate to that department. Unauthorized use of this mailing list is prohibited without the prior approval of the CAO or his or her designee.

11. Deleted Data. It should be noted that even though an employee may have deleted information or files from any of the electronic media, it does not mean that it is permanently deleted from the system. Deleted information that is retrieved may be used by the County for any and all purposes necessary to protect the County, including disciplinary action.

12. Records Retention Policy. Electronic media which are considered "County records" will be subject to the County's records retention policies, including the same legal retention periods as paper documents. For the purposes of this policy, "County records" include: 1) permanent electronic computer files, and 2) telecommunications (e.g., e-mail and voice mail) which have been downloaded/converted into permanent electronic files, or have been printed to hard copies and stored as permanent files for the purposes of records retention. Thus, e-mail and voice mail which have *not* been converted to "County records" will be considered transitory communication, and treated similar to unrecorded phone calls, since they are not permanent records.

13. Public Records Act. Under the California Public Records Act, *any* electronic media message (e.g., e-mail or voice mail) or permanent computer file which has been generated by the County of Mono, may constitute a "public record," and may be provided to the public through the California Public Records Act, or may be otherwise discoverable. Thus, employees must always assume that e-mail, voice mail, and permanent computer files are subject to disclosure unless a specific legal basis for non-disclosure exists.

14. Allowable Uses of Electronic Media. Allowable uses of electronic media for Mono County business purposes include the following:

    a. To facilitate performance of job functions.

    b. To facilitate communication of information within the County.

    c. To coordinate meeting of individuals, locations and resources of Mono County.

    d. To communicate with outside organizations as required in order to perform an employee's job function.

15. Prohibited Uses of Electronic Media. Prohibited uses of electronic media include, but are not limited to the following (also see 23.3 and 23.4, below, for additional prohibited uses):

    a. Illegal or impermissible activities as defined as a violation of County policies, regulations, and state and/or federal law.

    b. Committing fraud or stealing data, or equipment.

c. Using the network for an illegal activity, including violation of copyright, license agreements and other contracts, e.g. downloading music.

d. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any other protected status pursuant to Section 2.68.180 will not be tolerated. These include, but are not limited to, communicating slurs, obscene messages, and sending, downloading or viewing obscene materials and pictures.

e. Sending or communicating threatening messages.

f. Political endorsements.

g. Commercial activities including areas of financial gain.

h. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).

i. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.

16. Violation of Policy. Violation of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including discharge.

C. E-mail and Voice Mail Usage.

1. Right to Review and Monitor. The County reserves the right to access all voice mail and e-mail left on or transmitted via the County's communication systems. Since e-mail and voice mail messages are County property and intended for County business, County employees will have no right or expectation of privacy in any e-mail or voice mail message in the County's communication systems. Supervisors and managers will have the right to review any e-mail or voice mail messages of any employee supervised by them at any time and for any reason. If the messages to be reviewed are no longer available within the department, the messages may be searched for in other department systems with the approval of the head of that department.

2. Purpose of E-mail and Voice Mail. The purpose of e-mail and voice mail is to provide a work related communication channel between individuals and groups, and to promote effective and efficient use of time and resources in order to carry out the business of the County. Employees are expected to utilize the County's communications systems with the same degree of respect, professionalism, and courtesy as is expected of personal face-to-face interactions. As with the telephone, personal e-mail and voice mail should be: a) confined to those absolutely necessary; b) kept to a minimum; c) brief and to the point; d) to the extent practical, performed on breaks or lunch time, rather than on County work time.

3. Uses of E-mail and Voice Mail. Listed below are examples of appropriate and inappropriate e-mail, and where applicable, voice mail use.

a. Examples of Appropriate Use:

i. Providing or requesting information regarding County business (e.g., meeting notification, budget issues, etc.).

ii. Transmitting a document or file (vs. printing and mailing the document).

iii. General announcements within the scope of the sender's job responsibilities (e.g., employee benefits information sent by the Employee Benefits Supervisor).

iv. Informational announcements that need to be communicated to County employees (e.g., parking lot repair schedule).

v. Union business that meets the criteria and standards for Union business as outlined in the applicable collective bargaining agreement.

b. Examples of Inappropriate Use:

i. Illegal or impermissible activities as defined as a violation of County policy, state, and/or federal law.

ii. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability or religious or political beliefs, or any other protected status will not be tolerated. These include, but are not limited to, slurs, obscene messages, materials, and pictures, or religious materials.

iii. Anything that may be construed as disruptive, threatening, offensive to others, or harmful to morale.

iv. Copyright infringement.

v. Items of a political nature or having to do with political activities.

vi. Unauthorized distribution of personnel or medical information.

vii. Use of E-mail when signed documents are required (Note: Use of E-mail to distribute documents for signature is acceptable).

viii. Purposely creating any message that purports to be from another person without their permission.

ix. Unauthorized use of County mailing lists.

x. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.

xi. Personal messages, including but not limited to, chain letters and broadly distributed e-mails regarding personal matters or interests.

3. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.

4. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

D. Internet Usage

1. Purpose of the Internet. The purpose of Internet access is to distribute information to public constituencies or to conduct research for County job related activities.

2. Right to Review, Monitor, Report, and Restrict Internet Use. Since Internet access and use are intended for County business, County employees will have no right or expectation of privacy in any Internet activity using County equipment or networks. Supervisors and managers will have the right to review any Internet activity of any employee supervised by them at any time and for any reason. If the activity to be reviewed goes beyond the department's system, other department systems and records may be searched with the approval of the head of that department. The County may monitor and report on Internet use by County employees. Managers may restrict Internet use by anyone supervised by them at any time and for any reason. The County may restrict access to Internet sites whose content appears to have no purpose related to the business of the County.

3. Uses of the Internet. All Internet activities should be directly related to Mono County business. Use of the Internet should be handled as judiciously as the publication of County documents or the purchase of reference documents. Listed below are examples of appropriate and inappropriate Internet use.

a. Examples of Appropriate Use:

i. Obtaining information regarding County business, i.e., policy, legislation, public meetings, technical research, legal research, etc.

ii. Transmitting or receiving a file or document (in conjunction with e-mail).

iii. Providing information regarding County business to the public, i.e., meeting agendas, key points of contact, forms, etc.

iv. Delivery of County services, such as tax payments, facility reservations, health education and disaster coordination.

b. Examples of Inappropriate Use:

i. File downloads not connected with County business.

ii. Generating, sending, requesting, receiving, downloading, viewing, or archiving material in any form, i.e., text, graphics, etc. which contains offensive or obscene language or content, or is harassing in nature.

iii. Engaging in activities resulting in personal gain, such as engaging in any personal business or commercial transaction, exhibiting items for sale, or transacting other personal business.

iv. Engaging in any unlawful activity.

v. Copyright infringement.

vi. Transmitting any County sensitive information over the Internet by other than secured transmission.

vii. Creating, furthering or participating in any act of fraud, waste or abuse through Internet activities.

viii. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).

ix. Engaging in any other act of misconduct such as discrimination, sexual harassment, and misuse of position.

x. Excessive or multiple Internet sessions, unless needed for official County business.

xi. Use of continuous services such as PointCast, live audio, live radio, and live video feeds unless needed for official County business, or as permitted by the Department Head except when a directive from the IT Department prohibits such use because of interference with County business needs.

c. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.

d. County Department Use and Responsibilities. It is each department's responsibility to insure appropriate use of Internet resources within its department, which is consistent with this policy.

e. Alignment with County/Department Mission and Goals. Department information published on the County of Mono World Wide Web (WWW) server and links on System pages to other Web sites should be in alignment with the mission and goals of the County as well as the individual department. Any department specific information to be published on the County WWW must be approved by the Department Head for uploading to the Internet server. In addition, all department WWW pages should adhere to general County design guidelines in order for the County presence on the

WWW to have the same look and feel. It will be the responsibility of each department to periodically review their respective web pages and provide timely updates.

f. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

E. Electronic Media Procedure for New Employees

1. Purpose. New employees who will be assigned electronic media will be required to complete the "Electronic Media Agreement and Application Form" which serves two purposes: (1) it documents each employee's written consent to abide by rules set forth in this Personnel System; and (2) provides the necessary information for the Information Technology department, or the department's authorized technical staff, to set up a login account, an e-mail account, Internet access, and the appropriate County network access for the new employee.

2. Procedure. Department supervisors or managers will provide a copy of this policy and the Electronic Media Agreement and Application Form to new employees on, and possibly before, their first day of employment.

480 Job Abandonment

An employee is deemed to have resigned if the employee is absent for three (3) consecutive work days without prior authorization and without notification during the period of absence. Employees separated from employment for job abandonment may be reinstated with such charge removed from the employee's record upon presentation of acceptable justification for the absence. Said request for reinstatement must be made in writing to the Department Head within 30 days of the effective date of separation. A justified absence may include such occurrences as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right of appeal if deemed to have resigned as a result of job abandonment.

490 Disciplinary Action – General

Employees of the County who have obtained permanent or regular status may only be disciplined for cause.

500 Disciplinary Action - Authority

The Department Head, appointing authority or County Administrative Officer may demote, suspend, or discharge permanent employees. Managers and supervisors as well as the Department Head, appointing authority or the County Administrative Officer may provide written or oral reprimands.

510 Disciplinary Action - Types

A. There are no rigid rules which specify the degree of disciplinary action which is appropriate for specific misconduct or performance deficiency. There is no requirement that discipline be "progressive," and the County reserves its right to not follow progressive discipline. Progressive discipline is to be used to assist employees in improving their performance. It is not to be considered a bar or prior condition to suspension, demotion, or

termination. While termination for unsatisfactory conduct and certain types of misconduct will often be preceded by oral reprimand, written reprimand, or suspension, Mono County reserves the right to proceed to any level of discipline, including termination when such action is deemed appropriate. The facts and circumstances of the specific act, misconduct or performance deficiency, together with the employee's performance history, and the harm to public service, will be reviewed to determine the appropriate level of disciplinary action to be imposed. In general, this policy contemplates a two-tier approach when determining the level of appropriate discipline. Examples of this policy include, but are not limited to, the following:

1. The types of misconduct and poor performance that will usually result in an oral reprimand or written reprimand include limited incidents of tardiness and poor performance, minor acts of neglect of duty, incompetence, insubordination, and violations of rules or policies that will be corrected by a reasonable level of discipline and supervision.
2. The types of misconduct and poor performance that will usually result in suspension or termination will include any instance of violence, harassment, discrimination, theft, violation of a felony or any crime of moral turpitude, repeated poor performance or misconduct following any written reprimand, performance violation, performance improvement plan or corrective action plan, repeated acts of insubordination, neglect of duty, incompetence, or violation of any rule, law, or policy that may cause a risk or harm to any person.

B. Set forth below are the types of disciplinary action that can be imposed:

1. Oral Reprimand. Oral reprimand is the least formal action. It is administered by the employee's immediate supervisor or Department Head. This action is not noted in an employee's personnel file. There is no requirement to issue an oral reprimand before proceeding to any other appropriate level of discipline. Nothing shall prevent an oral reprimand to be changed to a written reprimand if, upon reflection or discussion with the Department Head, the supervisor determines that a written reprimand is the appropriate form of discipline.

2. Written Reprimand. The written reprimand is prepared by the employee's immediate supervisor or Department Head and explicitly describes the problem and possible solution. A copy of the written reprimand is filed in the employee's personnel file. There is no requirement to issue a written reprimand before proceeding to any other appropriate level of discipline.

3. Suspension. With the approval of the Department Head, an employee may be separated from service for one working day or more. Suspensions require County Counsel and Human Resource Director review and County Administrative Officer approval. There is no requirement to issue a suspension before proceeding to any other appropriate level of discipline.

4. Demotion. An involuntary reduction in status from one classification to another classification having a lower salary range. A demotion requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

5. Discharge. Discharge is an involuntary separation from employment of an employee for cause. Discharge requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

520 Disciplinary Action - Grounds

A. The maintenance of permanent status by an employee requires appropriate behavior and efficient and effective service. Employees are expected to observe and maintain certain standards of job performance and conduct. When job performance and conduct does not meet Mono County's standards, the employee's Department Head or his or her designee will endeavor, when deemed appropriate in their discretion, to provide employees with a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline, up to and including termination.

B. Any permanent employee is subject to disciplinary action, including discharge, suspension, reduction in wages, demotion, written reprimand and oral reprimand. Listed below are examples of cause which will be deemed sufficient for such action by the County. These examples are intended to provide employees with fair notice of what is expected of them. It is not possible to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically set forth below, but which adversely affects or is otherwise detrimental to the interests of Mono County, other employees, contractors, employees of other public agencies, clients, and members of the public, may also result in disciplinary action, including termination. Grounds for disciplinary action are not limited to the examples enumerated below:

1. Fraud in securing appointment which shall include, but not be limited to, misrepresentation of any material fact in any written or oral application for work with Mono County; failure to possess any license or certificate necessary to the performance of the duties and functions required by the job for which the person is applying; and failure to possess any special skill or ability that may be required by the position for which the person is applying.

2. Incompetence or inefficiency in the performance of duty. This is defined to include, but not be limited to, any neglect of duty and/or failure to meet reasonable work performance standards and requirements. The failure to comply with any performance improvement plan, corrective action plan, specific job improvement orders or suggestions set forth in a performance evaluation, or repeated failure to meet reasonable work performance standards, will result in disciplinary action that may include, suspension, demotion, or termination.

3. Inexcusable neglect of duty. This may include, and not be limited to, unauthorized or excessive time away from the performance of the job duties, lack of attention to job responsibilities, failure to follow appropriate work procedures, and failure to perform duties in a timely manner. Repeated instances of inexcusable neglect of duty can not be tolerated by a public agency and will result in disciplinary action, up to and including termination.

4. Insubordination. This is defined to include, but not be limited to, the willful failure or refusal to perform a particular duty, function or responsibility required by the position of employment. It may also include the failure to follow the terms and

conditions of a performance improvement plan. Repeated instances of insubordination, whether or not related to the first instance of insubordination, are not acceptable and will result in disciplinary, up to and including termination. Insubordination also includes conduct which insults, demeans, or undermines the authority of a supervisor or manager.

5. Dishonesty which is defined to include, but not be limited to, any unauthorized possession or use of property not belonging to the employee, the making of false statements to a supervisor, Department Head, or investigating authority, committing perjury, falsifying time cards, or any County documents or records, and making any false or deliberately misleading statements during the course of employment or concerning any business of the County.

6. Violation of the County's drug and alcohol policy, and when applicable, violation of Department of Transportation Regulations and/or the Drug-Free Workplace Act of 1988.

7. The conviction of either a misdemeanor or a felony related to the position held will constitute grounds for discipline up to and including dismissal of any employee. The record of conviction will be conclusive evidence of the fact that a conviction occurred. The Human Resources Director may inquire into the circumstances surrounding the commission of the crime in order to support the degree of discipline. A plea or verdict of guilty or a conviction showing a plea of nolo contendre is deemed to be a conviction within the meaning of this section.

8. Persistent, abusive or discourteous treatment of the members of the general public or fellow employees, including but not limited to, discriminating against, harassing, including sexually harassing, fellow employees or members of the public, and/or interfering with the work performance of others.

9. Political activity during an employee's or officer's working hours, when engaged in official county business, when using County equipment, while in County uniform or in a County vehicle, or in the name of the County.

10. Violation of any County ordinance or lawful department rule, regulation or policy.

11. Willful misuse of County property or causing damage to County property resulting from misuse or negligence.

12. Knowing and malicious publication (orally or in writing) of inaccurate or false information concerning County, its officers or employees, which is of such nature as to bring discredit to the County or its officers and employees.

13. Misrepresenting oneself as a spokesman for the County in such a way as to bring discredit to the County.

14. Working or approving overtime without authorization.

15. Excessive absenteeism, tardiness, or abuse of lunch and other break privileges.

16. Abuse of sick leave.

17. Mental or physical impairment which renders the employee unable to perform the essential functions of the job, with or without reasonable accommodation (if disabled), or presents a significant current risk of substantial harm or threat to the health and/or safety of self or others.

18. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.

19. Failure to maintain confidential information.

20. Endangering another employee or member of the public through unsafe practices, engaging in threatening, intimidating, or discriminatory activities, and unlawful or unauthorized possession, brandishing, or use of any dangerous weapon.

21. Any other failure of good behavior or acts which are incompatible with or inimical to, or in any way provides harm to, the public service, brings discredit to the County, or is a violation of the Codes of Conduct provided in these rules under section 268.380.

530 Disciplinary Action – Effective Date

Disciplinary action becomes final upon issuance of the final notice of the disciplinary action. Before taking action to dismiss, suspend without pay, demote, or cause a reduction in pay or other property interest of employment, specific procedures which provide the employee with procedural due process, must be followed. Any such proposed disciplined must be reviewed by the Human Resource Director or his or her designee, and the County Counsel's office, prior to such action being taken. The CAO may adopt a Skelly Hearing Policy that guides supervisors and managers through this process.

A. Notice of Proposed Action (Skelly Notice).
The appointing authority shall first attempt to cause the Notice of Proposed Action to be personally served on the employee if that is possible. If the circumstances do not allow for hand delivery of the notice, the notice may be mailed by both certified and first-class mail, and five days are to be added to the applicable response time.

The Notice of Proposed Action shall contain the following:

1. The name of the employee and their position.
2. A statement describing the disciplinary action proposed to be taken and the proposed effective date of such action.
3. A statement of the specific charge(s) for the proposed discipline from the grounds for discipline set forth in Section 2.68.520.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges.
5. A statement that the employee may review and request copies of materials upon which the proposed action is based, or a statement that the materials that form the basis of the proposed action are attached to, and incorporated within, the notice.

6. A statement that the employee has the right to respond within seven (7) calendar days to the appointing authority either orally or in writing, and has a right to be represented at the hearing.

B. Employee Response.

The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) calendar days of service of the Notice of Proposed Discipline, or within the period specified in any written extension, the right to respond is waived and lost.

C. Hearing or Review of Written Response.

1. The purpose of the Skelly Hearing is to provide an opportunity for the employee to be heard. The employee may offer oral or written information that serves to refute factual allegations in the notice of proposed discipline and/or to offer facts or explanation in order to reduce the severity of the proposed discipline.

2. The following guidelines shall apply:

i. The hearing officer shall be neutral and not directly involved in the decision to initiate the disciplinary action, except where departmental policy requires a specified officer to conduct the hearing.

ii. The hearing is not a formal evidentiary hearing. The hearing officer may only review those documents which are relevant to the specific proceeding as determined in his or her sole discretion.

iii. At the beginning of the hearing, the hearing officer shall explain the process and advise the employee that the scope of the hearing is limited to the charges and facts set forth in the Notice of Proposed Discipline and ask the employee if the employee has any questions about what is stated in that Notice, and to present facts in support of their position.

iv. The employee is allowed to have one representative at the hearing if he or she chooses. This representative may be a union representative or attorney. The presence of other persons may be allowed at the sole discretion of the hearing officer.

v. The Department may have one representative at the hearing to listen to the proceedings, take notes, and respond to questions from the hearing officer.

vi. Following the hearing, the hearing officer shall submit a written recommendation, within 10 working days, to the supervisor or Department Head with authority to impose the final discipline. The recommendation, supported by facts, may be to confirm the proposed discipline; to suggest the proposed discipline should be modified or withdrawn; or to suggest that additional investigation may be necessary. Any written materials provided by the employee to the Skelly shall be attached to the recommendation.

D. Notice of Final Disciplinary Action.

Following the receipt of the hearing officer's written report and recommendation, the Supervisor or Department Head shall prepare a written Notice of Final Disciplinary Action. Deviation from the recommendation of the hearing officer should only be done in rare cases and only following review by County Counsel and approval of the County Administrative Officer.

The Notice of Final Disciplinary Action shall contain:

1 The name of the employee and their position.

2. A statement describing the disciplinary action to be taken and the effective date of such action.

3. A statement of the specific charge(s) for the discipline from the grounds for discipline set forth in Section 2.68.520.

4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges. Any relevant facts presented by the employee in response to the proposed action, shall also be included.

5. A statement that the employee has a right to appeal the imposition of discipline to the Personnel Appeals Board within 10 working days of the service of the Notice of Final Disciplinary Action.

E. Leave Pending Employee Response.

Pending response to a Notice of Proposed Action, the appointing authority, for cause specified in writing, may request that the CAO place the employee on temporary leave of absence with pay pending the completion of the hearing process.

540 Personnel Appeals Board

A Personnel Appeals Board shall hear and determine all appeals from disciplinary proceedings other than oral or written reprimands, which are not subject to appeal, and shall hear grievances as the final step of the grievance process (if reached). The Personnel Appeals Board will consist of a three-member panel drawn from a standing pool of six available members, as described more fully below. The Personnel Appeals Board ("Board") shall designate a Chair of the Board who shall oversee the hearings. The Board may adopt rules and procedures not inconsistent with the provisions of this Personnel System. The Clerk of the Board of Supervisors, or the Clerk of the Board of Supervisor's designee, shall serve as the Clerk of the Personnel Appeals Board. Meetings of the Personnel Appeals Board are subject to the Ralph M. Brown Act open meeting requirements.

A. Appointment. There shall be a six-member pool of available Appeals Board members for each bargaining unit, all of whom shall be current County employees or officials. Nothing shall prevent an individual from being appointed to and serving as an available member in more than one standing pool. Of the six members in a given Appeals Board pool, three members shall be appointed by the Board of Supervisors and three shall be appointed by the employee's bargaining unit. When a particular matter is to come before the Appeals Board, a three-person panel shall be selected from the pool as follows: one member shall be selected by the employee's bargaining unit, one member shall be selected

by the Board of Supervisors, and a coin toss shall be used to determine who selects the final member (either the bargaining unit or the Board of Supervisors).

B. Term. Each member of an Appeals Board pool shall serve for four years or until his/her successor is appointed and qualified, and any member may be removed at any time during their term without cause by the respective entity who appointed them (either the Board of Supervisors or the bargaining unit). A member may serve multiple terms.

C. Authority of the Personnel Board. The Board will have the power to examine witnesses under oath, compel their attendance, compel production of evidence, issue subpoenas in the name of the County and deliver subpoenas to current employees and/or provide for service of the subpoenas. The refusal of a person to attend or to testify and answer to a subpoena will subject the person to prosecution in the same manner as set forth by law for failure to appear before the Board of Supervisors in response to subpoena issued by the Board of Supervisors and/or be subject to disciplinary action if the witness is an employee.

D. Board Deliberations and Determinations. When the Board makes determinations, after required notice and hearing, the Board will have the following powers:

1. To deliberate in closed session.

2. Upon reaching agreement with respect to a determination requiring findings and conclusions, the Board may direct the party determined as prevailing on a majority of the findings and conclusions to prepare a draft of proposed findings and conclusions, or the Board may draft its own findings and conclusions.

3. The party (if any) directed by the Board to prepare a draft of proposed findings and conclusions will do so within five (5) working days of such direction and will send a copy of said findings to all parties affected by the decision or their counsel. Any party affected by the decision may within five (5) working days after the proposed findings and conclusions have been served upon them, serve and file objections to the proposed statement of findings and conclusions.

4. Upon review of the proposed findings and conclusions and objections, the Board will accept, modify, or adopt them as satisfactory to the Board or reject them altogether as unsatisfactory and thereafter direct the party designated to prepare final findings and conclusions pursuant to the Board's instructions.

5. The decision of the Personnel Appeals Board shall be shall be the final administrative action and not subject to any further appeal.

550 Personnel Appeals Board – Appeal Procedure

Within ten (10) working days of receipt of a final disciplinary action (other than an oral or written reprimand) an employee desiring to appeal must file, with the Human Resources Director, an answer admitting or denying, in whole or in part, the allegations of the final disciplinary notice. Matters not admitted by the answer shall be deemed denied. The Human Resources Director will stamp on the answer the date of filing and shall (1) place one copy in the clerk's file, (2) send one copy to the appointing authority, (3) send one copy to the County Counsel's office, and (4)

prepare three copies of the answer to be distributed to the three members of the Personnel Board. (Note: the foregoing shall not apply in the case of grievances coming before the Board.)

A. Scheduling of Hearing. Upon receipt of the request for appeal, the Clerk of the Personnel Appeals Board shall schedule a hearing before the Personnel Appeals Board. Absent a stipulation to the contrary, the appeal hearing shall be set no less than twenty (20) working days and no more than sixty (60) working days from the day of the filing of the appeal. These deadlines are advisory only. Failure to schedule, notice or conduct a hearing within the suggested time periods shall not invalidate the disciplinary action being appealed. All interested parties shall be notified in writing of the day, time and place of the hearing at least fifteen (15) working days prior to the hearing.

B. Private or Public Hearings. After calling the meeting to order, all hearings shall be private to protect the privacy interest of the employee; provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date or the hearing will be closed.

C. Right to Representation. Both sides involved in the Personnel Appeals Board Hearing shall have the right to be represented by a party of their choice.

D. Pre-Hearing Procedure.

1. Subpoenas. The chair of the Board is authorized (but not required) to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, the Board may issue subpoenas only for good cause. The Human Resources Department will prepare subpoenas for all witnesses however, they will only serve subpoenas on individuals who are currently employed by the County. It will be the responsibility of the employee and the County to submit the names of County employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

2. Exhibits and Witnesses Lists. Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and a list and copy of all exhibits.

3. Hearing Briefs. Either party may submit a concise hearing brief outlining the factual and legal issues and providing a legal analysis supporting the party's position. Hearing briefs shall be filed with the Clerk of the Board and served on the other party prior to the commencement of the hearing. Hearing briefs are limited to ten (10) pages or less unless otherwise allowed by the Chair of the Personnel Appeals Board.

E. Record of Proceedings and Costs.

1. Court Reporter. All disciplinary appeal hearings may, at the discretion of either party or the Personnel Appeals Board, be recorded by a court reporter. Any hearing that does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court

reporter. If both parties request a court reporter, the cost will be split equally. If the Board requests the court reporter, the County will pay the cost of the reporter.

2. Employee Witness Compensation. Employees of the County who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the County agrees to a different arrangement. Time spent by an employee summoned as a witness will count as hours worked.

F. Conduct of the Hearing. The hearing need not be conducted in strict accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

1. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Consideration shall be given to the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
2. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
3. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
4. Irrelevant and unduly repetitious evidence may be excluded.
5. The Personnel Appeals Board shall determine the relevancy, weight and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
6. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

G. Burden of Proof. In a disciplinary appeal the party employing discipline has the burden of proof by the preponderance of evidence.

H. Request for Continuance. Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated and the Board must find that good cause exists prior to granting a request for continuance.

I. Testimony under Oath. All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

"Do you swear or affirm that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?"

J. Presentation of the Case. With respect to disciplinary appeals, the hearing shall proceed in the following order unless the Personnel Appeals Board for special reason, directs otherwise:

1. The party imposing discipline (department) shall be permitted to make an opening statement.
2. The appealing party (employee) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.
3. The party imposing disciplinary action (department) shall produce their evidence.
4. The party appealing from such disciplinary action (employee) may then offer their evidence.
5. The party imposing discipline (department) followed by the appealing party (employee) may offer rebutting evidence.
6. Closing arguments shall be permitted at the discretion of the Personnel Appeals Board. The party imposing discipline (e.g. the party with the burden of proof), shall have the right to go first and to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written post-hearing briefs. The Board will determine whether to allow the parties to submit written post hearing briefs. The Board may also require that post-hearing briefs be tailored to address specific issues and set a specific maximum number of pages for said briefs.

With respect to grievances, the party who filed the grievance shall present their case first, followed by the department head or other party responding to the grievance. The Board may then allow rebuttals and closing arguments as it deems appropriate.

K. Procedure for the Parties. The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of their case.

L. Right to Control Proceedings. While the parties are generally free to present their case in the order that they prefer, the chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses. The Chair shall allow parties to examine their own witnesses or to cross-examine the other party, or the other party's witnesses.

M. Hearing Demeanor and Behavior. All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board, and shall conduct themselves with the civility and etiquette appropriate for a legal proceeding. The chair reserves the right to continue the hearing or dismiss disruptive witnesses or counsel.

N. Deliberation Upon the Case. The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in

reaching their decision. The Board may deliberate at the close of the hearing or at a later fixed date and time.

O. Written Findings and Recommended Decision. The Board shall render their findings and decision as soon after the conclusion of the hearing as possible. The Board may ask the prevailing party to prepare the findings and submit those findings to the other party. Objections to the findings prepared can be made in writing by the unsuccessful party within a time specified by the Board. A finding must be made by the Board on each material issue.

P. Judicial Review.

1. Petition for Writ of Mandate. Judicial review of any decision of the Personnel Appeals Board may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.

2. 90 Days from Final Decision. Pursuant to Code of Civil Procedure Section1094.6 any such petition shall be filed not later than the ninetieth (90th) day following the date on which the decision becomes final. The decision becomes final on the date it is mailed by first-class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, or as provided pursuant to Code of Civil Procedure Section 1094.6(b).

3. Administrative remedies are deemed exhausted when findings have been issued.

560 Grievance - Definitions

With respect to the grievance procedure, unless the context indicates otherwise, the terms used are defined as follows:

A. Grievance. A grievance is a written allegation by a Grievant, submitted as herein specified, claiming violation of the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules.

B. Grievant. A grievant is an employee in the County Service (probationary or permanent) or group of such employees adversely affected by an act or omission of the County or the majority representative of a bargaining unit.

C. Immediate Supervisor. The individual who assigns, reviews or directs the work of an employee.

D. Representative. The person selected by an employee to appear with that employee in the presentation of the employee's grievance.

E. Superior. The individual to whom an Immediate Supervisor reports.

F. The Grievance Procedure is not to be used for the following:

1. For the purpose of resolving complaints, requests or changes in wages, hours and working conditions.

2. To challenge the results of employee evaluations or performance reviews; provided, however, that an overall evaluation of "unsatisfactory" that does not form the basis of a decision to grant or deny a pay increase (e.g., a step increase) may be grieved to step three of the grievance process and an overall evaluation of "unsatisfactory" that does form the basis of such a decision may be grieved to step four of the grievance process

3. To challenge the decision to re-classify, lay-off, deny reinstatement or deny a step or merit increase to an employee, except to the extent the grievance alleges a violation of a County procedural requirement related to such matters.

4. In cases of oral reprimand, written reprimand, demotion, suspension, or termination.

5. To challenge violation of the law or past practice.

6. To challenge examinations or appointment to positions.

7. To express unhappiness over lawful management decisions, style, etc.

570 Grievance - General Rules

A. All parties to a grievance must act in good faith and strive for objectivity. Parties should endeavor to reach a solution at the earliest possible step of the procedure. Filing of a grievance will not result in retaliation.

B. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee's choice if the grievance is not resolved at the informal level as provided in step one of the grievance procedure.

C. The employee and his or her representative will have reasonable time and facilities allocated for the preparation of the employee's position with respect to the grievance alleged. The time must be reasonable and not excessive.

D. The timelines in the grievance procedure must be strictly followed. If the grievance is not appealed to the next level within the specified time limit, the grievance shall be considered withdrawn and will not be processed further. If the County fails to process the grievance in a timely manner, the grievance will go automatically to the next step. The parties may extend the timelines by mutual agreement in writing.

E. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give reasonable and timely notice to all persons concerned.

F. When two (2) or more employees have a common grievance, they shall initiate a single group grievance or County may combine common grievances into a single group grievance. The initial hearing of the group grievance shall be by the immediate supervisor, superior or Department Head as determined by the Human Resources Manager.

G. If the grievance is not resolved at the Department level, it shall be heard by the County Administrative Officer and his/her decision is final.

580 Grievance - Procedure

A. Step One. Within five (5) working days of the date the employee knew or should have known of the incident giving rise to the grievance, the employee must discuss the matter informally with the employee's immediate supervisor. If more than five (5) working days elapse from the date the employee knew or should have known of the act or omission giving rise to the incident, the grievance will be rejected and will not be processed further. The employee or the supervisor may seek advice or counsel from superiors or the Department Head.

B. Step Two. If, within five (5) working days of completion of Step One, a mutually acceptable solution has not been reached at Step One, the employee shall submit the grievance in writing to the Department Head or appointing authority.

In filing a grievance, the employee should set forth the following information:

1. The specific Section of the MOU, rules or regulations allegedly violated.
2. The specific act or omission that gave rise to this alleged violation.
3. The date or dates on which the violation occurred.
4. What documents, witnesses or other evidence supports the grievant's position.
5. The remedy requested.

Within ten (10) working days of receipt of a formal grievance, the Department Head or appointing authority will hold a meeting with the grievant and the grievant's representative. A written decision will be prepared within five (5) working days from the meeting, and shall be served on the employee within ten (10) working days or from the date of the meeting. The parties may agree to an extension of time for the written decision if necessary to perform research or investigation that may result in a resolution of the grievance. Before the issuance of the written decision, the Department Head of appointing authority will review the written decision with the County Counsel and the Human Resources Director.

C. Step Three. Should an employee be dissatisfied with the decision of the Department Head or appointing authority, said employee, within five (5) working days of the receipt of the decision, may file a written appeal with the County Administrative Officer. The County Administrative Officer will render a decision within ten (10) working days.

D. Step Four. Should an employee be dissatisfied with the decision of the County Administrative Officer, said employee, within five (5) working days of receipt of the decision may appeal the matter to the Personnel Appeals Board by filing a written notice of appeal with the Human Resources Director. Note that step four is not available in the case of overall evaluations of "unsatisfactory" which do not form the basis of a decision to grant or deny a pay increase. (See above Section 2.68.560(F).)

590 Grievance - Confidentiality

All grievances will be treated, to the extent possible, as matters requiring confidentiality, and all parties concerned will strive to limit publicity and notoriety surrounding the grievance.

600 Layoff

A. Layoff Determination. Whenever in the judgment of the Board of Supervisors it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted without disciplinary action and without the right of appeal.

B. Notification. Employees to be laid off should be given, whenever possible, at least fourteen (14) calendar days notice. The notice will include the reason for lay off, a list of displacement rights, and the effective date of layoff. Upon notification of layoff, any permanent or probationary employee, upon receiving a layoff notice, may use up to ten (10) days of accrued sick leave to look for other employment. Such leave may be taken upon at least one day's notice to the employee's Department Head or supervisor, and leave consisting of two or more days may be taken upon at least two day's notice.

C. Process for Lay Off. The Board of Supervisors shall have the sole discretion to determine the number and classification of employees to be laid off in each department. All layoffs shall be made by classification within a department.

D. Order of Lay Off. Employees shall be laid off in the inverse order of their seniority in their classification in the department. This order may be modified when a Department Head requests, and the CAO determines, that an immediate business necessity requires a variance from this general order. The order shall be as follows:

1. Temporary employees;

2. Probationary part-time employees;

3. Probationary full-time employees;

4. Permanent part-time employees;

5. Permanent full-time employees.

E. Seniority. Seniority is based on total continuous permanent employment with the County. Continuous permanent employment is defined as employment with the County without interruption commencing with the employee's hiring date, except for authorized absences or absences to serve in the armed forces of the United States.

F. Ties. Ties in hiring dates shall be broken by lot.

G. Displacement. Permanent employees who are designated to be laid off may displace employees in a lower classification within the employee's department provided that the employee exercising the displacement privilege has greater seniority than the incumbent in the class which the employee is bumping, and provided that the employee meets the minimal qualifications for the job. Conditions which affect displacement rights are as follows:

1. The employee exercising the displacement privilege will displace the employee in the lower classification in the inverse order of seniority.

2. All employees must exercise displacement privileges within five (5) working days after receipt of the notice of lay off, by written notice to the Human Resources Director. The County shall provide an appropriate layoffs list to the affected employee(s). If this choice is not exercised within the specified time, it is automatically forfeited. If an employee exercises their displacement privileges they will receive the salary in that new position in accordance with procedures governing voluntary demotion.

H. Reemployment. An employee who has been laid off or demoted in lieu of layoff may be reemployed or reinstated as follows:

1. Eligibility for Reemployment Following Layoff. Permanent employees who are laid off, or demoted in lieu of lay-off will be eligible for reemployment in the classification from which they were laid off or demoted, or to a related classification with similar or lesser qualifications, if a vacancy in the classification occurs within two years of the date of layoff or demotion. If an employee declines an offer of reemployment two (2) times, the employee's name will be taken off the reemployment list.

2. Process. Each permanent employee who has been laid off or demoted in lieu of lay off will be placed on a reemployment list by classification in the reverse order of layoff. As a vacancy occurs in the classification or related classification, the Human Resources Director will offer reemployment to the top person on the reemployment list. The employee shall have five days to respond to the offer.

3. Status, Salary, Benefits, and Seniority Upon Reemployment. Permanent employees who are reemployed following a layoff will be placed on the salary range and step last held. If the employee is reemployed within one year the employee will be treated as if they had been on an unpaid leave of absence. Permanent employees who are reemployed after one year shall accrue benefits as if they are new employees. Any unused and unpaid sick leave shall be reinstated upon reemployment.

610 Personnel Records

A. General. The County maintains a personnel file on each employee. An employee's personnel file should contain only material that is necessary and relevant to the

administration of the County's personnel program. Personnel files are the property of the County and access to the information they contain is restricted.

B. Notifying County of Changes in Personnel Information. Each employee is responsible to promptly notify the Manager of Human Resources and Department Head of any changes in relevant personnel information including:

1. Legal Mailing address, residence address if different from mailing address, and email address if any;

2. Telephone and Cellular number, if any;

3. Persons to be contacted in case of emergency; and,

4. Number and names of dependants.

C. Medical Information.

1. Separate Confidential Files. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the American with Disabilities Act, the California Fair Employment and Housing Act and the California Confidentiality of Medical Information Act, and any other enacted federal or state laws.

2. Information in Medical Files. The County will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality in Medical Information Act and the Health Insurance Portability and Accountability Act. To enable the County to obtain certain medical information, the employee or the applicant may need to sign an Authorization for Release of Employee Medical Information.

3. Access to Medical Information. Access to employee or applicant medical information will be strictly limited to only those with a legitimate need to have such information for County business reasons. In the case of an employee with a disability, Managers, Supervisors, Department Heads, Risk Management, and Human Resources may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations, but may not be provided information about the medical condition unless authorized by state and federal law.

D. References and Release of Information in Personnel Files.

1. Public Information. Upon request, the County will release to the public information about its employees to the extent required by the Public Records Act. The County will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.

2. Reference Checks. All requests from outside the County for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Director. Information will be released only if the employee signs an Authorization for Release of Employment Information on the

form provided by the Human Resources Director. Without such authorization, the following limited information will be provided:

a. Date of employment;

b. Date of departure,

c. Job Classification upon departure, and,

d. Salary upon departure.

Managers and Supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Director.

E. Employee Access to Personnel File.

1. Inspection of File. An employee may inspect his or her own personnel file at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Department Head or Human Resources Director to arrange an appointment. The review must be done in the presence of an employee who maintains the personnel file.

2. Copies. Upon request an employee is entitled to receive a copy of any employment - related document he or she has signed. An employee who wishes to receive such a copy should contact the Department Head or Human Resources Director.

620 Travel

The County shall establish and maintain a consistent travel policy for out-of-County travel applicable to all employees, management, and elected officials. The Director of Finance shall be responsible for timely travel reimbursement in accordance with the established policy. It is the responsibility of the Human Resources Department to maintain current documents regarding the travel policy.

630 Travel Authorization

A. A completed travel request form shall be submitted to the County Administrative Office for all out-of-County travel requiring overnight accommodations. Department Heads may authorize travel for their respective employees in cases involving in-County and out-of-County travel not requiring overnight accommodations. Out-of-County travel is defined as travel outside of the geographic borders of Mono County and the contiguous northern territory of Inyo County bounded to the south by, and encompassing, the Bishop region.

B. A completed travel request form shall be submitted to the County Administrative Officer as far in advance as possible of the anticipated date of the travel, but in no case less than seven days prior to the anticipated travel. All out-of-County travel requests shall initially be approved by the employee's Department Head or designee. Final approval shall be obtained from the County Administrative Officer, who may approve, deny or modify all proposed travel requests. Travel outside the states of California and Nevada must also be approved by the Board of Supervisors.

C. If an emergency condition exists requiring the authorization of travel, a Department Head shall immediately notify the County Administrative Officer. If the County Administrative Officer is not available to authorize travel, the Department Head may authorize such travel, provided notification is given to the County Administrative Officer on the next available workday.

D. Travel in County vehicles by persons other than County employees, clients, and contractors is not permitted unless specifically approved by the County Administrative Officer and Risk Manager in advance in writing.

640 Travel Reimbursement

A. Unless otherwise specifically stated or provided by law, mileage reimbursement for authorized in-County and out-of-County travel where an employee uses his or her personal vehicle shall be at the current IRS rate. However, an employee who receives an automobile allowance shall not be reimbursed for any in-County mileage.

B. Each County department is responsible for keeping travel and lodging costs within their individual travel budgets. Out-of-County travel involving overnight lodging shall be reimbursed for actual, reasonable and necessary lodging costs, in accordance with standard costs generally charged in the city or county visited. The lodging reimbursement is subject to approval by the Department Head and the Director of Finance.

Detailed justification must be provided when lodging reimbursement exceeding $200 per night is being requested. After review, the Director of Finance may disapprove all or any portion of this request if he/she determines it to be unreasonable.

To be eligible for the lodging allowance, the employee must be authorized to travel to the designated area and must furnish a commercial lodging receipt for the day(s) of travel which indicates the location and cost of the lodging.

C. Meal reimbursement rates and a meal reimbursement policy will be established by the Board of Supervisors and may be periodically adjusted, up or down, by the Board of Supervisors and/or pursuant to a specific Memorandum of Understanding.

D. There shall be no reimbursement for in-County meals except under the following conditions and circumstances:

1. Whenever an employee is temporarily assigned to an in-County job site and that assignment would require the employee to remain at the job site overnight.

2. When a Department Head or designated representative is required to attend a County-related function which includes a meal as part of the function.

E. The following expenses may be claimed for reimbursement if incurred in the performance of county business:

1. Registration fees;

2. Parking fees;

3. Ferry or bridge tolls;

4. Bus or taxi fares.

F. The following expenses will not be reimbursed:

1. Gratuities, with the exception of customary and usual gratuities associated with restaurant meals in an amount not to exceed 15% of the total meal cost prior to adding the gratuity, excluding any alcohol, provided that the gratuity is documented in a manner acceptable to the Finance Director;

2. Personal services such as dry cleaning or laundry;

3. Valet parking unless no self-parking is available;

4. Room service charges;

5. Alcoholic beverages.

650 Travel Advance

A. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.

B. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.

C. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.

D. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

660 Travel Claim Procedure

A. Claims for expenses while traveling on official business must be submitted to the Director of Finance within thirty (30) days of the completion of the travel.

B. Claims must include the following:

1. A statement of the purpose for the trip and a copy of the agenda for conferences;

2. The date and time the employee departed and the date and time the employee returned;

3. An itemized list of expenditures with corresponding receipts with the exception of meals in cases where the meal allowance is claimed as the reimbursement;

4. When a personal vehicle is used, a Map Quest statement of the round trip mileage.

670 Employer/Employee Relations Policy

A. Statement of Purpose. This policy implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the County and its employee organizations. Nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This policy is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees, employee organizations and the County.

It is the purpose of this policy to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive County rights with respect to matters of general legislative or managerial policy, which include among others: the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

B. Definitions. As used in this Resolution, the following terms shall have the meanings indicated:

1. Appropriate unit - a unit of employee classes or positions, established as set forth herein.

2. County - County of Mono, and, where appropriate refers to the Board of Supervisors or any duly authorized County representative.

3. Confidential Employee - means an employee who, in the course of his or her duties, has access to confidential information relating to the County's administration of employer-employee relations.

4. Consult/Consultation in Good Faith - to communicate orally or in writing with all affected employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to the impasse process.

5. Day - calendar day unless expressly stated otherwise.

6. Employee Relations Officer- the County Administrative Officer or his/her duly authorized representative, usually the Human Resources Director.

7. Exclusively Recognized Employee Organization - an employee organization which has been formally acknowledged by the County as the sole employee organization representing the employees in an appropriate representation unit, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.

8. Impasse - means that the representatives of the County and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

9. Management Employee - an employee having responsibility for formulating, administering or managing the implementation of County policies and programs.

10. Proof of Employee Support - (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.

11. Supervisory Employee - any employee having authority, in the interest of the County, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

C. Filing of Recognition Petition by Employee Organization. An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization

representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.

2. Names and titles of its officers.

3. Names of employee organization representatives who are authorized to speak on behalf of the organization.

4. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the County.

5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.

6. A copy of the employee organization's constitution and bylaws.

7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.

8. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.

9. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.

10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the County. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.

11. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

D. <u>County Response to Recognition Petition.</u>

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

1. There has been compliance with the requirements of the Recognition Petition, and

2. The proposed representation unit is an appropriate unit.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she will so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if the determination thereafter remains unchanged, will inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Section L of this policy.

E. Open Period for Filing Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section C. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit petitioning employee organizations will be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with this policy as set forth in Section H. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section L.

F. Granting Recognition Without an Election. If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.

G. Election Procedure. The Employee Relations Officer will arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this policy will be included on the ballot. The ballot will also reserve to employees the choice of representing themselves individually in their employment relations with the County. Employees entitled to vote in such election will be employees within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including

those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the County in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the County and by each employee organization appearing on the ballot.

H. Procedure for Decertification of Exclusively Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
4. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation

and information required under paragraph of this Section H, and otherwise conforms to the requirements of Section C.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section L. If the determination of the Employee Relations Officer is in the affirmative, or if a negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section G.

During the "open period" specified in the first paragraph of this Section, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Section, which the Employee Relations Officer shall act on in accordance with this Section.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

I. Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the County and its compatibility with the primary responsibility of the County and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the County and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the County.
4. Effect of differing legally mandated impasse resolution procedures.

5. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.

6. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Section B of this policy, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

Peace Officers may be required to be represented in separate units composed solely of such Peace Officers. These units shall not be represented by an organization that, directly or indirectly, is subordinate to any other employee organization which includes non-peace officers.

The Employee Relations Officer will, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer will be final.

J. Procedure for Modification of Established Appropriate Units. Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section H. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section C will contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set herein. The Employee Relations Officer shall process such petitions as other Recognition Petitions.

The Employee Relations Officer may by his/her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section I, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section L of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section C.

K. Procedure for Processing Severance Requests. An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Section J for modification requests.

L. Appeals. An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition under Section C, Challenging Petition under Section E, Decertification Petition under Section H, Unit Modification Petition under Section J, or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition under Section H has not been filed in compliance with this policy may, within ten (10) calendar days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Board of Supervisors for final decision within fifteen (15) calendar days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

An appeal to the Board of Supervisors shall be filed with the Clerk of the Board, and a copy thereof served on the Human Resources Director and the Employee Relations Officer. The Board of Supervisors shall commence to consider the matter within thirty (30) calendar days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Supervisors on the use of such procedure, and/or any decision of the Board determining the substance of the dispute, shall be final and binding.

M. Submission of Current Information by Recognized Employee Organizations. All changes in the information filed with the County by an Exclusively Recognized Employee Organization set forth in its Recognition Petition under Section C of this Section shall be submitted in writing to the Employee Relations Officer within fourteen (14) calendar days of such change.

N. Employee Organization Activities -- Use of County Resources. Access to County work locations and the use of County paid time, facilities, equipment and other resources by employee organizations and those representing them shall be: (1) authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures; (2) limited to lawful activities consistent with the provisions of this Section that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections; and, (3) shall not interfere with the efficiency, safety and security of County operations.

O. Administrative Rules and Procedures. The County Administrative Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this policy after consultation with affected employee organizations.

P. Initiation of Impasse Procedures. If the meet and confer process has reached impasse as defined in Section B.8 of this policy, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

1. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and

2. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Q. Impasse Procedures.

Impasse procedures are as follows:

1. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

2. If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the impasse to fact-finding.

3. If the parties agree on fact-finding, they may agree on the appointment of one or more fact-finders. If they fail to so agree on one or more fact-finders, a fact-finding panel of three (3) shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the Exclusively Recognized Employee Organization, and those two shall name a third, who shall be the chairperson. If they are unable to agree upon a third, they shall select by agreement the third member from one or more lists of seven (7) names of individuals having fact-finding experience in the municipal sector to be provided by the California State Mediation and Conciliation Service.

4. The following constitute the jurisdictional and procedural requirements for fact-finding:

   a. The fact-finders shall consider and be guided by applicable federal and state laws.

   b. Subject to the stipulations of the parties, the fact-finders shall determine and apply the following measures and criteria in arriving at their findings and recommendations:

      (1) First, as relevant to the issues in dispute, the fact-finders shall compare the total compensation, hours and conditions of employment of the employees involved in the fact-finding proceeding with the total compensation, hours and conditions of employment of other employees performing similar services in public and private employment in the same and comparable communities. "Total compensation" shall mean all wage compensation, including but not limited to premium, incentive, standby, out-of-class and deferred pay; all paid leave time; all allowances, including but not limited to educational and uniform

benefits; and employer payments for all health, welfare and pension benefits.

(2) The fact-finders shall then adjust the results of the above comparisons based on the following factors:

The compensation necessary to recruit and retain qualified personnel.

Maintaining compensation relationships between job classifications and positions within the County.

The pattern of change that has occurred in the total compensation of the employees in the unit at impasse as compared to the pattern of change in the average "consumer price index" for goods and services, and the pattern of change in wages and compensation of other wage earners.

(3) The fact-finder(s) shall then determine preliminary recommendations based on the comparisons as adjusted above which, however, shall be reduced as appropriate based on the financial resources of the County to implement them. In assessing the County's financial resources, the fact-finder(s) shall be bound by the following:

Other legislatively determined and projected demands on agency resources, i.e., budgetary priorities as established by the governing body; and

Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s); and

Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s); and

Assurance of sufficient and sound budgetary reserves; and

Constitutional, statutory (and charter) limitations on the level and use of revenues and expenditures.

c. The fact-finders shall make written findings of fact, and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria, adjustments, and limitations specified above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization.

5. If these parties have not resolved the impasse within ten (10) calendar days after service of the findings and recommendations upon them, the fact-finder or the chairperson of the fact-finding panel shall make them public by submitting them to the Human Resources Director for consideration by the Board of Supervisors in connection with the Board's legislative consideration of the impasse.

6. If the parties did not agree on mediation or the selection of a mediator and did not agree on fact-finding, or having so agreed, the impasse has not been resolved, the Board of Supervisors may take such action regarding the impasse as it in its discretion deems appropriate as in the public interest. Any legislative action by the Board on the impasse shall be final and binding.

R. Costs of Impasse Procedures. The cost for the services of a mediator and fact-finder or chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the County and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.